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The Solicitors' Journal.

LONDON, JULY 28, 1866.

THE FOLLOWING GENTLEMEN have had "silk" conferred upon them, and were duly called within the bar of the various courts on Wednesday and Thursday last:—James Dickinson, of Lincoln's-inn, Esq. (Equity). Robert Scarr Sowler, of the Middle Temple, Esq. (Northern Circuit). Samuel Prentice, of the Middle Temple, Esq. (Home Circuit). Thomas Jones, of the Middle Temple, Esq. (N. Wales Circuit). Charles Edward Pollock, of the Inner Temple, Esq. (Home Circuit). William Adam Mundell, of the Middle Temple, Esq. (Midland Circuit). Richard Garth, of Lincoln's-inn, Esq. (Home Circuit). Sir George Essex Honyman, of the Middle Temple, Bart. (Home Circuit). John Richard Quain, of the Middle Temple, Esq. (Northern Circuit).

IT IS PERECTLY well understood that the closing of the Chancery offices does not take place solely for the benefit of the officials connected with them, and that the profession are quite as much pleased by being limited to a certain time within which they must complete any work connected with the Accountant-General's office, or submit to have it deferred over the Vacation. We say that this compulsion is a boon to many, because much work is got over, particularly in the Taxing Masters' offices, which might, but for the closing of the offices, be delayed indefinitely.

When, therefore, a correspondent of the *Times* suggests that it would not, "under the circumstances of the exceptional state of the money market, be any great hardship if the officials were called upon to defer their holiday for two or three weeks, in order to release many thousands of pounds which will otherwise be locked up during the Long Vacation," he displays the audacity of ignorance for which the *Times* itself is so famed. He assumes, in the first place, that the offices are closed to give the officials a holiday, whereas it is well-known that the clerks in the Accountant-General's office remain working for a considerable period with closed doors in order to balance the account with the Bank. He next assumes that there are many waiting to get money out of court whom the pressure of the business of the courts prevents from getting their petitions presented or heard; and, moreover, he assumes that if about three weeks were given them, these lagging ones would come in and be in time to transact their business. None of these assumptions appear to be warranted by the facts. In order to balance the Accountant-General's books it is found necessary to close the offices for public business, and the time fixed this year for their closing is the same as usual. As regards the pressure of business, we have inquired from reliable sources and find it to be no greater than is usual at this time of year; indeed, we have heard it generally said that the "money business" is unusually light; and, in respect to want of time, we venture to assert that there will be few indeed (if any) who, with the notice they have had, will have been prevented from getting their work through before the Vacation, merely by reason of the closing of the offices. Why it should make any difference to the "hardship" of giving up three weeks of a vacation that money is at 10 per cent. we leave to others to discover. The emergency, if any, can be overcome by a special application made to the judge, and we have always believed, and still believe, that the closing of the offices, like the closing of the transfer-books at the Bank, gives a periodical opportunity of winding-up certain classes of business which would otherwise be left to accumulate in endless arrears.

IT IS WITH CONSIDERABLE REGRET that we find that our expectations concerning the Irish legal appointments have not been fulfilled. Whether Mr. Brewster has not been offered the chancellorship, or has refused to accept it, matters not to us, however it may affect the credit of the Government; in either case we equally regret that the most distinguished member of the Irish Bar is not to take his place at the head of the profession. Of Lord Chancellor Blackburne we desire to speak with the utmost respect—a gentleman who has held, and held with distinction, the successive offices of Master of the Rolls, Lord Chief Justice of Ireland, Lord Chancellor, and Lord Justice of Appeal, occupies a position beyond and above our criticism; but, though we cannot deny that Francis Blackburne is, in every way, worthy alike of the high office which he has resigned, and of that to which he has been nominated, we do not the less deplore that so favourable an opportunity of recognising the transcendent merit of the gentleman for whom, as we have been informed on the very best authority, the post was at first designed, has been allowed to pass unimproved.

The Right Hon. Abraham Brewster was born in 1796, called to the bar in 1819, appointed K.C. in 1835, in the Chancellorship of Lord Plunket, appointed Law Adviser to the Castle in 1844, when Lord Heysterbury was Lord-Lieutenant, and Solicitor-General for Ireland in 1846. On the resignation of Sir R. Peel in that year Mr. Brewster went out of office. When the Conservatives returned to power, however, in 1852, neither of Sir Robert Peel's law officers were re-appointed, a proceeding which caused some surprise at the time, though, so far as Mr. Greene was concerned, his immediate promotion to the bench in the Exchequer probably removed all ground of complaint. Mr. Brewster, however, was "passed over," and when Lord Aberdeen came into power at the end of the year, he accepted the office of Attorney-General, which he held till the break-up of the Coalition Ministry in 1855, when he retired, declining to serve under Lord Palmerston. It is said that the "dire offence" which has caused the right hon. gentleman's (temporary we hope) exclusion from the bench, is that he voted for Dr. Ball at the last contest for the representation of the University, and for the Liberal candidates for the County and City of Dublin; as, however, as much might be said of the Solicitor-General, we can hardly believe this account of the matter. As to the rumoured opposition by the Ulster members, we know that a strong party in Belfast was violently opposed to the appointment, but we feel quite sure that that opposition found no countenance from the Attorney-General, and would not have manifested itself to the Government except through him. If, on the other hand, the true *causa causans* was, as has been confidently asserted, Mr. Whiteside alone, let us hope that with his removal from the House of Commons his power of obstruction will cease.

Granting, however, that there was some *vis major* (whether it took this particular form or not) sufficient to prevent that appointment, we see nothing to complain of in the course which has been actually taken. Mr. Brewster being out of the way, and Mr. Baron Fitzgerald objecting, as is understood, to leave his present place, the claims of Lord Justice Blackburne were far superior to any others that could possibly have been advanced. To say that he is infinitely superior alike to Brady and to Whiteside is to say nothing at all. It would be hard to find a leading practitioner in Ireland of either party of whom so much

might not be said; but it is the boast of Lord Chancellor Blackburne that the professional "censor of the House of Commons" was unable to suggest any objection to his appointment, except that he was about the same age that Lord Campbell was when appointed Lord Chancellor of Great Britain. Of the validity of this objection we leave our readers to judge.

The Right Hon. Francis Blackburne was born in 1782, called to the bar in 1805, received a silk gown in 1822, and appointed third sergeant and a bencher in 1826. In 1831, under Earl Grey's Reform Administration, when Lord Derby (then the Hon. E. G. Stanley) was Chief Secretary for Ireland, Mr. Blackburne became Attorney-General. The Solicitors of his time were Crampton, afterwards judge of the Queen's Bench, and O'Loghlen, afterwards Sir Michael, Baronet, Baron of the Exchequer, and Master of the Rolls. He went out of office when Sir Robert Peel came into power in 1834, but refused to join Lord Mellbourne's administration immediately after, having seceded from that Government with, and on the same question as, Lord Derby and Sir James Graham. Accordingly, in 1841, when Sir Robert regained office, all these gentlemen were members of his Government, Mr. Blackburne returning to the post of Attorney-General. In the following year he became Master of the Rolls, in 1846 he vacated that position to become Lord Chief Justice of the Queen's Bench, and this post he held till 1852, when Lord Derby on coming into power, made Mr. Blackburne Lord Chancellor. Upon the passing of the Act 19 & 20 Vict. c. 92, Lord Carlisle, being then Lord Lieutenant, and Mr. Horsman, Chief Secretary, Mr. Blackburne was drawn out of retirement as ex-Chancellor, to be made Lord Justice of Appeal, which office he continued to hold till he was appointed Lord Chancellor for the second time.

The office vacated by the new Lord Chancellor has been, as was announced in the House of Commons, filled by the appointment thereto of ex-Chancellor Napier We learn from more than one quarter that this appointment is unpopular at the Irish Bar; we confess we are unable to see for what reason. The Act of Parliament creating the office (19 & 20 Vict. c. 92) expressly limits the choice to the judges and ex-chancellors, and there is this obvious advantage in the selection of an ex-chancellor—that it involves a saving of a clear £3,000 a-year. The salary of the Lord Justice, when the office is held by an ex-judge, is £1,000 besides his retiring pension, when held by anyone not in the receipt of a retiring pension at the time of the appointment it is £4,000 a-year, and this consideration alone was felt by Lord Palmerston to be so strong that he appointed ex-Chancellor Blackburne, though a political opponent, as first Lord Justice of Appeal. The living ex-Chancellors of Ireland are Lord St. Leonards, Mr. Napier, and Mr. Brady; it may be assumed that Lord St. Leonards would scarcely think the offer of the place a compliment, and between Napier and Brady there could not, political feeling apart, be a second opinion. The one is a finished lawyer and a well-read, if not profound, jurist; the other is a polished, dignified, and courteous gentleman, *et voila tout*.

The Right Hon. Joseph Napier was born in 1804, called in 1831, became a Q.C. in 1844, was Attorney-General to Lord Derby's Government in 1852, and Lord Chancellor in 1858. He is well-known as having occupied an honourable position in the House of Commons as member for the University of Dublin. Unfortunately the learned gentleman has been, for nearly thirty years, exceedingly deaf.

It is objected, not unreasonably, that Lord Justice Napier's infirmity unfits him for his position. We are inclined, however, to dissent from that view of the case. We do not doubt that deafness, even much less in degree than Mr. Napier's, would be a complete disqualification for a judge of first instance, at any rate in a common law court; but in a court of appeal, where *vivâ voce* evidence is, from the nature of the case, out of the question, and the judge has only to deal with written and printed documents, the same objection does not apply; a very simple arrangement is sufficient to enable the judge to hear the arguments of counsel without any very great difficulty, and that once provided for, the whole objection becomes futile. For several years after Mr. Justice Patteson's deafness had been such as to enforce his retirement from the Queen's Bench, he continued to act, with great efficiency, in the Judicial Committee of the Privy Council. The same observation may now be made with respect to the services of Sir Edward Vaughan Williams. Vice-Chancellor Kindersley is at least as deaf as Lord Justice Napier, and yet we believe it to be well known that the Treasury, in 1864, came to the conclusion that this was not an infirmity justifying his retirement on a pension, although the duties of his office are much more onerous than those to be performed by a Lord Justice of Appeal. If the new appointments are not the best that might have been made, they are at any rate a change in the right direction.

The appointment of Mr. Whiteside to the cushion of the Queen's Bench leaves a vacancy in the representation of the University of Dublin, which will be filled on Monday next. The Attorney-General is the only candidate now in the field.

The Right Hon. John Edward Walsh, the new Attorney-General, is the son of the Rev. Dr. Walsh, late Vicar of Finglass. He was born in 1816, matriculated at Trinity College, Dublin, in 1832, he obtained Scholarship in 1835. He graduated in 1836 as first-senior Moderator in Ethics and Logics, was called to the bar in 1839, and obtained silk in 1857. Mr. Walsh has enjoyed a good practice, more particularly at Common Law. In 1841 he, jointly with Mr. Nun, edited a work on "The Duties of Justices of the Peace."

The Solicitor-Generalship has been accepted by Michael Morris, Esq., Q.C., M.P. for the borough of Galway. The learned gentleman is the son of Mr. M. Morris, of the co. Galway, he was born in 1827, and graduated in 1847, when, like the Attorney-General, he wat first-senior Moderator in Ethics and Logics. Mr. Morris was called to the bar in Trinity Term, 1849, and received a silk gown in the year 1863. He discharged the duties of Recorder of the borough of Galway from 1857 to 1865, but resigned that office shortly before he sought the representation of the borough. He has enjoyed a considerable practice at Nisi Prius, both on the Connaught Circuit and at the After Sittings in Dublin. His appointment will be very popular amongst the profession. Mr. Morris is the only "Adullamite" who has as yet openly joined the Government.

WE DESIRE to call special attention to the following paragraph which has lately appeared in the *Army and Navy Gazette:*—

MILITARY LAW.—A correspondent asks our opinion upon a case which appears to be a very outrageous one, and which, upon our drawing the attention of the authorities to it, will be at once settled as satisfactorily as it can, considering that punishment has already been, to some extent, inflicted. The facts are thus described to us:—A private soldier obtains a summons against a sergeant for "cruelty to animals." The summons is duly served upon the sergeant, who reports the circumstance to his officers next morning. Orders are thereupon given to have the private confined, which is done in due course. He was marched to the police court under escort, and obtained a conviction—viz., a fine of two shillings and sixpence, or seven days' hard labour, and costs £2, and was thereafter marched back to the guard-room, where he now remains. The private and sergeant belong to different battalions, and his (the private's), commanding officer declines to interfere. We are asked if the confinement is legal, the offence for which the summons was obtained being purely a civil case. The confinement is distinctly illegal unless the private has committed some breach of discipline. He acted for a public object, and deserves praise rather than censure in procuring a conviction for an act which the law most properly condemns. With regard to a remedy, we are sure we have only to tell the authorities that the transaction

took place at Colchester, to bring about the instant release of the man, and a proper lesson to the officer who is responsible for his unwarrantable arrest.

We have of late heard rather too many instances of the manner in which military officers, commissioned and non-commissioned, look upon the rights of their subordinates; and as it is part of the code, we believe, of every military man, that every civilian is subordinate to every soldier, our readers may understand, or partially understand, some of the reasons why we desire that the supremacy of English law over the military governors of our different colonies should be unmistakeably and invariably vindicated.

ON READING the report of the trial of Toomer at Abingdon, for a rape on the person of Miss Partridge, one is constrained to inquire whether the public will be more surprised at the verdict of the jury, or at the sentence of the judge.

We do not care to reproduce the facts of a case already discussed *usque ad nauseam* in the public prints, but desire merely to call attention to a few salient points which ought to be sufficient to dispose of the case. 1. Toomer, it appears, engaged Miss Partridge as his lady housekeeper, on a false statement that he had a daughter, thirteen years of age, to whom she would have to give instruction in music, and that other ladies lodged in the house. On her arrival she does not seem to have resented this fraud. 2. The only reference asked for before engaging her was her photograph; and she herself said that she believed that this "was a course commonly adopted in such cases to prevent the necessity of a personal interview." 3. After the first liberties attempted with her (which did not take place apparently till she had been a fortnight in his house, practically alone with him), she remained for three days, in consequence, it appears, of his "penitence," on the old terms of easy intimacy, without making any complaint. 4. Then came the act which led to the prosecution; but neither on that occasion nor the former was there any noise made sufficient to wake the servant who was in the next room. 5. The medical men who examined her in consequence of her charge, found no marks of violence on her person.

Will it be believed that on these facts—we omit all consideration of others which were controverted or not admitted by the prosecutrix—a Berkshire jury, after a deliberation of five hours, found the prisoner guilty of rape? Will it be credited that Mr. Justice Shee, upon this, sentenced Toomer to fifteen years' penal servitude? The *Times*, with its usual happy knowledge of human nature, "believes that such a sentence was passed for the purpose of drawing attention to the case," as if Mr. Justice Shee was under any necessity to appeal from the jury to the country. The Act 24 & 25 Vict. c. 100, s. 48, makes any person committing this offence liable, at the discretion of the Court, to be kept in penal servitude for life or for any term not less than three years, or to be imprisoned for any term not exceeding two years, with or without hard labour. Surely, then, it would have been competent to the learned judge to order the prisoner to stand out in his own recognizances (or such bail as might have been thought reasonable) to come up for judgment when called upon, or, had he preferred it, to have inflicted an imprisonment for a nominal term. The first course would, we think, have been preferable, as, in case of a pardon, no punishment would have been actually inflicted; while, if it turned out to be a case really deserving of punishment, an adequate sentence might have been passed; but, in any case, the judge was not, by reason of the verdict of the jury, in any way compelled to impose so outrageous a penalty as that of fifteen years' penal servitude. A discretion as to punishment is left with the Court in order that, if juries are perverse, judges need not in consequence be severe. To wantonly pass a heavy sentence in the expectation of driving the Home Secretary to grant a free pardon, is to risk a man's character and means of living for a mere idea. For Toomer himself we can have no great sympathy, his conduct was clearly simply immoral, and his success at the first attempt encouraged him to go on, but simple immorality is not a crime known to the law of England, and we never remember to have seen a verdict of guilty when it was so clearly demonstrated that the contrary was the fact.

Sir W. Russell, in his work on crimes, quotes Lord Hale as follows:—

"It is true that rape is most detestable, and, therefore, ought severely and impartially to be punished with death, but it must be remembered that it is an accusation easily to be made, and hard to be proved, and harder to be defended by the party accused, though never so innocent. Upon trials of offences of this nature the Court and jury may with much ease be imposed upon, without care and vigilance, the heinousness of the offence many times transporting the judge and jury with so much indignation that they are over-hastily carried to the conviction of the person accused thereof by the conflicting testimony sometimes of malicious and false witnesses."

Whether in this case it was the conflicting testimony of malicious and false witnesses which transported the jury with indignation the public will judge, and whether, by reason of their indignation at the heinousness of the offence charged, both judge and jury were over-hastily carried to a conviction and a sentence time may show, but in the meantime Toomer is in prison and Georgiana Partridge remains unindicted for perjury.

On this case a contemporary makes the following suggestive remarks:—

"Is it not time that in criminal cases prisoners should be allowed to elect whether they will be tried by a judge or a jury? The case of Mr. Toomer, who was last week found guilty of rape by a jury at Abingdon, is really alarming; for it shows how twelve men, generally reputed to be rational beings, can bring themselves, or be brought, to say upon their oaths that black is white, or, which comes pretty much to the same thing, that an undoubtedly innocent man is guilty. That Mr. Toomer was guilty of a gross impropriety may be true, but if he was, Miss Partridge was quite as guilty as he; and it is one thing to incur the reprobation of society, and another to be branded with a heinous crime through the stupidity of twelve blockheads."

THE LORD CHIEF BARON has appointed Henry James, Esq., of the Oxford Circuit, to be "Postman," and the Hon. Alfred Thesiger, of the Home Circuit, "Tubman," in the Court of Exchequer, in the place of Sir George Honyman and Charles Edward Pollock, Esq., promoted to the rank of Queen's Counsel.

The following account of these two offices is taken from Mr. Foss's "Lives of the Judges:"* —"There are two privileged barristers in the Court of Exchequer called the postman and the tubman, the earliest mention of whom is by Blackstone (iii., 28 n.), who merely says that they are so called from the places in which they sit, and that they have a precedence in motions. Of their origin nothing has been found, though they are evidently of great antiquity. They are in the appointment of the Lord Chief Baron, and are presumed to be elected from the most experienced of the barristers attending the Court. They occupy two enclosed seats—one at each end of the front row of the outer bar—the postman at the left of the bar (the right of the Court), and the tubman at the right of the bar. The former has pre-audience of all other barristers, and even of the Attorney-General, in common law business; and the latter has the like privilege in equity business; and they are respectively called upon to make the first motion accordingly, the postman being second in equity, and the tubman in common law. When the Lord Treasurer, or the Chancellor of the Exchequer, or First Commissioner of the Treasury, comes, as senior judge of the equity side of the Court, to be sworn in and take his seat, he calls upon

* Vol. 8, p. 214.

the tubman to move, who, if he has no other motion, moves that, 'the fact of the Chancellor having taken the oaths and his seat be entered in the proper book of the Exchequer, as hath been used.' Neither the postman nor the tubman has any rank or privilege in any other court than the Exchequer."

THE RIGHT HON. SIR FREDERICK POLLOCK, late Chief Baron of her Majesty's Court of Exchequer, has been granted the dignity of a Baronet of the United Kingdom. Sir Frederick is son of the late Mr. David Pollock, of Piccadilly; younger brother of the late Sir David Pollock, Chief Justice of Bombay; and elder brother of General Sir George Pollock, G.C.B., K.S.I.

PROCESS OF CONTEMPT AGAINST CORPORATIONS.*

The full benefit of the provisions of the practice introduced in August, 1841, with reference to the enforcement of the decrees and orders of the Court of Chancery has not yet been applied to cases where the decree or order is to be enforced against a corporation. Previously to August, 1841, a writ of execution, attachment, attachment with proclamation, commission of rebellion, and serjeant-at-arms, were necessary preliminary steps in process of contempt before sequestration could, in ordinary cases, be obtained. Since that time, and in such cases, service of the order or decree has taken place of the writ of execution; and sequestration has been obtainable upon the sheriff's return to the first attachment. But the practice introduced in 1841 has been applied to corporations only to the extent of substituting service of the order in lieu of the writ of execution. In all other respects the practice in such cases has continued as before. For instance, to obtain sequestration for breach of an order or decree against a corporation, the following preliminary steps are necessary:—A copy of the order must be served personally upon the secretary or other person acting officially for the corporation. Then a *distringas* is issued. If the sheriff returns "*nulla bona*," an *alias distringas* is issued. If the sheriff again returns "*nulla bona*," a *pluries distringas* is issued. And if the sheriff still returns "*nulla bona*," upon such third return of "*nulla bona*," an order *nisi* for sequestration may be obtained. But if the sheriff returns "issues forty shillings" to the first or either of the subsequently issued writs of *distringas*, upon such return an order *nisi* for sequestration may be obtained. See *Harvey* v. *The East India Co.*, 2 Vern., 395; and *Lowther* v. *The Mayor, &c., of Colchester*, 3 Merivale, 543.

We are unable to trace the origin of the practice. Very little information respecting it is to be gleaned from existing works upon the subject—and this observation applies equally to the standard works on sheriff law as to other works on the general practice of the Court. We have consulted many volumes of such works—some very old—and in every instance we find the practice stated just as concisely as it is stated in the modern books of practice. Its origin, the reasons for its adoption, or detailed information as to how such writs should be executed, are points barely touched upon. Hence a case which came under our notice very recently did not at all surprise us. In executing a *distringas* founded on a contempt, the sheriff's officer dealt with it as he would have dealt with a *fi. fa.* He sought to levy the whole amount in respect of which the writ issued, and remained in possession six or seven days, and there being even then no goods upon which a distraint could be made, he returned the writ "*nulla bona*"—a return which he might and should have made immediately upon his entry. And, in the same case, the like proceeding was repeated with an *alias distringas*, thus delaying justice to the parties, and involving them in unnecessary expense. The number of steps in the process seems to be in imitation of the process formerly sued forth against ordinary parties, and the origin of the former practice, as against ordinary parties, is, perhaps, traceable to the source indicated by Gilbert in his "Forum Romanum." In that work he shows that the usual steps in process of contempt as applied by the Court of Chancery were in imitation of the old canon and civil law. On page 32 he says, "By the canon law, the defendant was to be thrice cited, or else *per unum peremptorium*, and then, if he did not appear, he was pronounced *contumax*." In page 33 he speaks of the citation in civil cases of a defaulting defendant, and in page 34, says, "If this citation be from the prince, then the very first is peremptory, and if the person does not appear he is *contumax*. The *subpœna* is with us the citation, and if the defendant does not duly appear upon it he is *contumax* of course, because this is a citation from the prince." He then mentions the subsequent steps necessary to be taken to enforce obedience, viz., attachment, attachment with proclamation, serjeant-at-arms, and sequestration—adding, in page 35, "so that they had three real citations before they came to sequestration."

It would very much simplify the practice if the course of procedure against corporations were the same as against persons having privilege of peerage or of Parliament. In some respects they stand in a like position. Neither can be held to obedience by personal arrest. Formerly, in cases of contempt against peers, a writ of attachment was actually sealed and entered (though not executed) to ground a sequestration upon:—See Gilbert's "Forum Romanum," page 67. The attachment has, however, long since been dispensed with in such cases, and an order *nisi* for a sequestration may now be obtained at once upon proof of service of the decree—and we think that like facilities might be afforded as against corporations. Under Rule 4 of Order 30 of the Consolidated General Orders, p. 94, service of the decree or order binds the party to obedience, and is a sufficient foundation for process of contempt—and, thus far, the provisions of such rule have been applied to corporations in accordance with Article 3 of Rule 10 of the Preliminary Order, p. 5. Do the writs of *distringas* answer any other purpose than that of holding the party to obedience? The *distringas* on a contempt is not a writ remedial for actual recovery of money due. The sheriff is not bound to levy the whole amount in respect of which the writ issues. The levy under the first *distringas*, of "issues 40s." only is regular: see *Lowther* v. *The Mayor, &c., of Colchester*, 3 Merivale, 543. The amount levied is merely in the nature of a fine or amerciament, and to distress the parties in their possession until obedience rendered. And it appears from Tidd's Practice, 8th edition (1840), pp. 34, 36, that in the writ of *distringas* issued to compel appearance the amount of the issues (limited to 40s.) was specified in the writ, showing, evidently, that the amount levied was not to satisfy the party, but only to hold the defaulting party to obedience—and the writ of *distringas*, founded on a contempt of the Court of Chancery and issued against a corporation, likewise merely holds the parties to obedience and distresses them in their possession in order to enforce that obedience. The *alias distringas* does no more. The *pluries distringas* does no more. In fact, when the three writs have been issued and executed, nothing more is done than is affected by service of the decree, which service, under Rule 4 of Order 30, itself binds the party to obedience. But, if an order *nisi* for sequestration may not be obtained upon proof of service of the decree, and thus the writs of *distringas* be dispensed with altogether, we think that the *alias* and *pluries* writs might be dispensed with, and that such a modification of the practice would be in harmony with the modern practice as applied to ordinary cases. Under Rule 3 of Order 29 of the Consolidated General Orders, p. 89, applicable to ordinary cases, sequestration may be obtained upon the sheriff's return to the first attachment, and even upon the first return *non est inventus*. If sequestration absolute may, in ordinary cases, be obtained

* This is the article referred to in Mr. Braithwaite's letter, published *ante* p. 916.—Ed. *S.J.*

upon the first return *non est inventus* to an attachment, why may not an order *nisi* for sequestration against a corporation be obtained upon the first return "*nulla bona*" to a *distringas?* This would harmonise the practice. And we conceive that such a modification would be in accordance with the spirit and intent of Rule 3 of Order 29, and, if in accordance, its application would be authorised by article 3 of Rule 10 of the Preliminary Order, which article expressly provides that the word "person" or "party" shall include a body politic or corporate. It is considered that although a party may issue and execute the three writs of *distringas* against a corporation, he can, nevertheless, recover 13s. 8d. only as the "fixed" costs of contempt. If such opinion be correct, it supplies an additional reason for the adoption of our suggestion—for it were certainly inconsistent to require a party to issue and execute three writs and yet allow to him the costs of one only.

THE ACCEPTANCES OF PUBLIC COMPANIES.

Commercial morality is a quality for which our countrymen have become noted in their dealings with each other and with foreigners, and instances are comparatively rare in which a technical point of law is deliberately taken advantage of for the purpose of repudiating a liability deliberately undertaken. Without imputing any such bad practice to the parties concerned in the cases we are about to mention, it must be admitted that the facts as stated to the Court, would, if unexplained, warrant the conclusion that the repayment of a large sum of money has been refused on the mere ground of legal inability to contract the debt, and hence of non-liability to pay. Three actions were tried together on the 7th and 8th of May, before the Court of Common Pleas, sitting in banco, namely, *Bateman* v. *The Mid-Wales Railway Company; Overend, Gurney, & Co.* v. *The Same;* and *The National Discount Company* v. *The Same.* The plaintiffs were holders of several bills of exchange amounting in value to upwards of £60,000, and purporting to have been drawn on and accepted by order of the board of directors of the defendants' company, payable at Agra and Masterman's Bank, signed by John Wade, secretary, and sealed with the common seal of the defendants. The defendants pleaded that they did not accept, and the contention was that they, not being a trading company, the directors had not the power to accept bills of exchange binding the company, nor had such a power been given them by the statute under which they were constituted. Also that, as a corporation, they could, as such, bind themselves only by deed, and that the affixing of their common seal to these bills of exchange did not make them deeds. The special powers given to the company for borrowing money did not, they contended, empower them to raise money by issuing bills of exchange. On the part of the plaintiffs it was urged that there was nothing in the law of England, nor in the law merchant, to prevent a corporation accepting bills of exchange. All the arguments of counsel failed to convince the judges that the Mid-Wales Railway Company, as a corporation, constituted for a distinct purpose, could, as a corporation, make a contract distinct from that purpose. In order that a contract should be binding it must be within the limits of the object of the corporation, and therefore the contract in question was not binding because it was *ultra vires.* They adjudged, therefore, that the plea that the company "did not accept," was established.

It is important to know that while the greatest faith has been placed in the bills of public companies, and they have been commonly negotiable among the banks and discount houses, unless a bill of exchange accepted by a company is accepted in accordance with a power contained in their articles of association, or in the statute under which the corporation is constituted, it has no validity as against the acceptors.

The 47th section of the Companies Act, 1862, provides that a "promissory note or bill of exchange shall be deemed to have been made, accepted, or indorsed on behalf of any company under this Act, if made, accepted, or indorsed in the name of the company by any person acting under the authority of the company, or, if made, accepted, or indorsed by, or on behalf, or on account, of the company by any person acting under the authority of the company." This, of course, is only applicable to such companies as are empowered to accept bills of exchange, and the Lord Chief Justice, in delivering judgment in the cases before referred to, shows the dilemma in which anyone may be placed who has a bill accepted by a company brought to him for discount. "A bill," said his Lordship, "is a cause of action by itself, and a contract by itself. It binds the acceptor in the hands of any indorsee to whom it may come, and I consider it to be entirely contrary to the principles relating to bills of exchange to introduce the notion that bills of exchange may be valid or void, according as the consideration for which they are given is valid or void, whether the purpose for which they are given is in accordance with what the corporation was constituted to do or not. A portion of such bills may be valid because given for work done on a railway, and another portion of them may be valid on the face of them yet void if given for loans and to raise money beyond the borrowing powers of the corporation given them by the statute. These are obviously circumstances not contemplated by the law as affecting bills of exchange, that one bill should be valid because given for work done, while another bill was void because given for purposes not within the scope of the powers of the corporation."

So far then two points are plainly established, namely, that a railway company is not a trading company having power to accept bills of exchange so as to bind themselves, and that no company, whether established by special statute or under the Companies Act, can accept a bill unless under a power given for that purpose either by the special Act or by the articles of association.

The knowledge of these facts is one of the highest importance to the commercial world, where the bills of railway and other companies have been freely taken, and it would appear to have borne fruit already. We find a statement made in the *Times* to the effect that the International Contract Company (Limited) has denied its liability on a bill for £3,000 accepted by that company and negotiated by the late firm of Overend, Gurney, & Co., on the ground that the bill in question "is a document altogether foreign to the purposes for which the company was incorporated and exists, and not within the powers of the company or the directors thereof to make or give, and that the same does not bind the company or the shareholders thereof." If such a plea be disgraceful it is not that the law is at fault. Want of caution has evidently been shown on the part of those who first negotiated such bills. We are not in a position to know intimately the facts of each case, and it is quite possible that in the two instances cited there are circumstances which rendered it incumbent on the companies to put such a plea on the record. Looking, however, at the bare facts, so far as we know them, it is a question whether, if the money produced by the negotiation of these bills was received for the use of the companies, an action may not lie by the original drawer as against the companies for money had and received for their use.

While we are on the subject of repudiation there is another case which is *ejusdem generis* and ought to be mentioned here. We refer to the case of *D'Arcy* v. *The River Tamar Railway Company*, decided in the Court of Exchequer on the 9th of June. In this case the plaintiff was the holder of a bond for £1,000 issued by the company, and the question raised was whether the secretary of the company had sufficient authority to seal the bond. He had no authority given at a board meeting, and the Company's Act required that

three directors should form a quorum, and that it was necessary that three directors should authorise any act required to be done. Two directors upon one occasion had given the secretary permission to seal the bond and a third director had subsequently assented to its being done. A verdict had been found for the plaintiff, leave being reserved to the defendants to move to set aside the verdict and enter it for themselves. This rule had been granted, and the plaintiff now showed cause against its being made absolute. The Court decided that it was necessary for the bond to have been sealed at a board meeting, at which three directors at least were present and assented to its being done, and that the formalities which had been gone through, as before described, were insufficient, and the rule to enter a non-suit was therefore made absolute. By this decision Mr. D'Arcy is deprived of his £1,000 unless indeed he can recover the amount from the directors personally.

What the result of these decisions will be upon public companies having power to accept bills may be easily imagined. All companies will be classed together and no bill accepted by a company will be negotiable except under very special circumstances, accompanied by a proof that the power to accept exists, and that the bill has been accepted with the proper formalities, whatever they may be shown to be.

LEGAL NOTES FOR THE WEEK.

[The notes of cases under this heading are supplied by the gentlemen who report for the *Weekly Reporter* in the several courts.]

PRIVY COUNCIL.
June 18.

JOWALA BUKSH *v.* DHARUM SINGH AND OTHERS.*—This was an appeal from a decree of the Sudder Court of the North-western Provinces, reversing a decree which the principal Sudder Ameen of Meerut had made in the appellant's favour, by dismising the suit against him.

That suit was brought by Aram Singh, (since deceased, but who was represented on the record by the first four respondents) and the respondent Golol Singh, to recover from the appellant possession of the Talook of Ourungabad Kaseer, in the district of Bolundshuhur, with mesne profits; and to cancel and invalidate a deed of sale of that Talook, which was executed on the 17th of October, 1842, by the Thookranee Maha Kooer, wife of Tara Singh, in favour of the appellant's father, Meeta Ram.

The appellant was in possession of the property claimed under the following title:—The Ourungabad estate, and also another estate called Chuckathul, which was situate in the Collectorate of Allyghur, formerly belonged to one Roop Singh, otherwise called Pahulwan Ulee Khan, who died A.D. 1753. He was by extraction a Gujar, a race of Hindoos common in the Doab, of which Professor Wilson says in his dictionary, "they profess to descend from Rajpoot fathers by women of inferior castes." Roop Singh, however, became a convert to the Mohammedan faith, and thenceforth adopted the Mussulman *alias* of Pahulwan Ulee Khan; and the custom of bearing both a Hindoo and a Mussulman name seems to have been continued in his family. He left three sons, Lootf Ulee Khan, otherwise Tara Singh, who succeeded him in the enjoyment of his property, and died without issue in 1805, Mokund Singh, who also died without issue, and Mohun Singh, the grandfather of the plaintiffs. Tara Singh was succeeded by his widow, Thookranee Maha Kooer, who became, as the appellant contended, sole and absolute proprietor of both Talooks, and, as such, enjoyed them for many years. The plaintiffs however contended that she had shared them with their father, Loll Singh, the son of Mohun Singh, and that the first settlement of the estates after they came, by the conquest of the provinces in which they lie, under British rule, was made in 1213 Fuslee (1806), when the only surviving representatives of the great ancestor were Loll Singh and Thookranee Maha Kooer, the wife of Tara Singh, who, by mutual consent, lived together in partnership. They said that a summary settlement was made in 1216 Fuslee, (1809) with the assent of Loll Singh, with the Thookranee; but in the following year, some arrears of revenue having then accrued, another inquiry was made as to the proprietorship of the estates, which resulted in both Talooks being placed under the management of the Court of Wards.

In 1842 Maha Kooer sold the Ourungabad estate to Meeta Ram for 30,000rs., and executed to him a bill of sale of the 17th of October, 1842, which the plaintiffs in this suit sought to have set aside. This document was registered on the 23rd of February, 1843; and certain proceedings were had before the Collector of Bolundshuhur, which resulted in Meeta Ram being recorded, in the month of December, 1843, in the books of that Collectorate as "Zemindar, Lumberdar, and Malguzar" of the whole of this Talook with the exception of one village. Meta Ram died in August 1844, and on an application by his son, the appellant, for a mutation of names, the Thookranee raised some objections to the validity of the deed executed by her. These, after inquiry, were overruled by the Collector, and his decision was confirmed by the commissioner on the 21st of February, 1845. It appeared that on the 21st of June, 1840, Thookranee Maha Kooer executed a deed of sale of the Chuckathul estate to one Nittianund, nephew of Meeta Ram, for 50,000rs., and that on the 1st of March, 1842, Meeta Ram obtained a decree founded on that instrument, which decree was afterwards set aside on the ground that the estate being under the management of the Court of Wards the disqualified proprietor had no power of alienation.

From February, 1865, up to the date of the decree under appeal, the appellant was the registered proprietor of the Ourungabad estate, and in actual possession of it. Thookranee Maha Kooer died on the 8th of September, 1853; and the suit was instituted on the 14th of August, 1854.

The plaintiffs urged: 1st. That the transaction was fraudulent; and 2ndly, that the same objection applied to the sale of the Ourungabad estate as to that of the Chuckathul estate.

The plaint having been filed, the plaintiffs were met by the difficulty occasioned by a third claim of title. For Thookranee Maha Kooer having been registered as the sole owner of both the Chuckathul and Ourungabad estates, and the sale of the former to Nittianund having been set aside, she had again been recognized by the revenue authorities as the sole owner of that estate, and when she died the question arose who was entitled to succeed as her heir. The collector of Allyghur determined this question in favour of the plaintiffs; but his decision was overruled by the Government, which determined that one Mussumat Rutta Kooer was, as her niece, entitled to succeed to her, and accordingly continued the estate under the management of the Court of Wards for the benefit of that lady. The plaintiffs feeling that her title as alleged heiress of the Thookranee might embarrass them in this suit for the recovery of Ourungabad, applied for and obtained leave to file a supplemental plaint, in order to make her a defendant to this suit also.

The defences set up by the answer of the appellant, and of his mother, who was joined with him as a defendant, were reducible to the following heads:—1st. That the Thookranee having been in sole possession of the property up to the date of the sale to Meeta Ram, to the exclusion of the plaintiffs and their father, their suit was barred by Regulations II of 1803, s. 18, and II of 1805, s. 3, the general Regulations of Limitation. 2ndly. That the claim of Loll Singh and of the plaintiffs having been rejected by the revenue authorities in 1838 and 1843, the present suit was barred by Act XIII of 1848, without reference to the other Statutes of Limitation. 3rdly. That the plaintiffs' grandfather, Mohun Singh, and their father, Loll Singh, were both illegitimate, the former being the son of a slave girl, the latter of a female minstrel. 4thly. That Loll Singh was never in joint possession or enjoyment of the property with the Thookranee; that the revenue settlements were made with her alone; and that she was, in fact, sole proprietor of the estate, and registered as such, not as one of several co-sharers. 5thly. That the Ourungabad estate, at the time of the sale to Meeta Ram, was no longer under the management of the Court of Wards. And 6thly. That there was no fraud in that transaction, and that the purchase-money was really paid.

It also appeared that Aram Singh had brought a suit against Mussumat Rutta Kooer for the recovery of the Chuckathul estate, and the issues raised in that suit being almost identical with those raised in the present, both cases were heard together before the principal Sudder Ameen of Meerut who delivered separate judgments, and in each case decided against the plaintiffs' title.

The plaintiffs appealed to the Sudder Court against both decisions; but pending the appeals the parties entered into a compromise, by which it was agreed that the estates should be divided in certain proportions between them, and a decree embodying the terms of the compromise was made by consent in the suit for the recovery of the Chuckathul estate.

The Sudder Court, on the 25th December, 1861, heard the appeal in this suit; and though it expressed an opinion adverse to the plaintiffs' title, yet decreed that the terms of the deed of compromise were binding on the parties, and that it would therefore be futile to make a decree in favour of the defendants.

W. H. Melvill and *Rumsey* for the appellant.
Leith for the respondents.

Sir GEORGE TURNER now delivered judgment:—His Lordship went minutely through the evidence, and stated that the Committee were of opinion that the plaintiffs had wholly failed to prove that they or their immediate ancestors were in possession or enjoyment of the property as co-sharers at any time during the tenure of Thookranee Maha

* Present—Lord Justice Turner, Sir J. Colville, Sir F. V. Williams, and Sir Lawrence Peel.

Kooer, or, indeed, at any time since the death of the "great ancestor" in 1753. His Lordship then alluded to the various questions raised upon the Regulations of Limitation, but said that it was unnecessary to invoke their aid, as the plaintiffs had wholly failed to establish the legitimacy of Mohun Singh or Loll Singh, an objection fatal to their title in whatever character they might sue. [His Lordship then continued:]—The plaintiffs having thus failed to establish a title to the property, their Lordships do not think it would be right to express a judicial opinion upon the validity of the sale to Meeta Ram. They will only observe that the principal ground on which that transaction was impeached by the Sudder Court entirely fails—Mr. Leith having fairly admitted that on the evidence the Ourungabad estate must be taken to have been released by the Court of Wards long before the date of the sale. It may also be doubted whether sufficient weight was given to the proceedings before the collector in 1843 and 1845. The transaction is not impeached as a purchase obtained by undue influence for inadequate consideration, but as one by which the property was obtained, under colour of a fictitious sale, for no consideration at all. It seems improbable that so gross a fraud should have escaped detection on either of the two local investigations referred to.

Their Lordships' decision, however, is to be taken to proceed wholly on the plaintiff's failure to prove a title to the property; and the order which they will humbly recommend her Majesty to make is, that the appeal be allowed; that the decree of the Sudder Court be reversed; and that the decree of the Zillah Court dismissing the plaintiffs' suit do stand, and that the costs of this appeal be paid by the respondents.

Judgment reversed.

Solicitors for the appellant, *Cunliffe & Beaumont.*
Solicitors for the respondents, *W. D. H. Oehme.*

LORD CHANCELLOR.

July 18.

In re SUITOR'S FUND.

EX PARTE THE ADDITIONAL CLERKS IN THE TAXING MASTERS' OFFICE.

5 & 6 Vict. c. 103—15 *& 16 Vict. c.* 87.—*Construction of statutory power.*

This was a petition by the additional clerks in the Taxing Masters' Office, claiming an increase of salary as determined by the Acts 5 & 6 Vict. c. 103, and 15 & 16 Vict. c. 87. By the 7th section of the former Act, it was enacted that the Master of the Rolls should appoint such additional clerks as might be deemed necessary, provided always, that no such additional appointment shall be made unless the Lord Chancellor shall by any order declare such appointment to be necessary. By the 9th section it was enacted that the Taxing Master might appoint one additional clerk, and as many more as the Lord Chancellor may from time to time by any order direct, and that every such clerk shall be entitled under this Act to a salary of £250 per annum, such salaries being, by section 20, payable out of the suitors' fee fund account, and by the 15 & 16 Vict. c. 87, s. 40, the salary of every such clerk is £350.

Rolt, Q.C., and *Bevir*, for the petitioners.

Taylor did not oppose the petition.

LORD CHELMSFORD, C.—The question depends upon the words of the Act, and the words of the Act are so plain, that I wonder any doubt could have been raised. By the 9th section of the 5 & 6 Vict. c. 103, every Taxing Master may appoint an additional clerk if necessary, and as many more as the Lord Chancellor shall order, and every such clerk shall be entitled, under the Act, to a salary of £250 per annum. How is it possible to put such a construction on the Act as to exclude the assistant clerks? Again, the 40th section of the 15 & 16 Vict. c. 87, enacts that the salary of every such clerk shall be £350 per annum, and the question is,—Does a clerk appointed by the Master and the Lord Chancellor come under the words "every such?" A statutory power must be construed strictly, and the words of the Lord Chancellor in 1845, "I think that an additional clerk is required," do not constitute an order. The question has nothing to do with the duties or the fees of the office, but turns on the Act. We have to look to the Act alone; and the order of July 28, 1865, is clear, and the clerks appointed after that date are entitled to £350 per annum. It is impossible to come to any other conclusion. Let the costs come out of the suitors' fund.

Solicitors, *Loftus, Vizard, Crowder & Austin, and Pearson, & Co.*

LORDS JUSTICES.

July 6.

EX PARTE KEMPSON. RE BARKER.

In this case it was desired by one of the parties to appeal from a decision of Lord Westbury to the House of Lords. Before a special case could be settled by his Lordship, for the purpose of such an appeal, he resigned the Great Seal. The parties could not agree upon the facts to be embodied in a special case, and delay consequent'y took place. The party in whose favour Lord Westbury gave his decision now moved that the special case might be settled, or that the leave given to appeal to the House of Lords might be rescinded.

De Gex, Q.C., for the motion.

Daniel, Q.C., and *Little, contrà.*

Their Lordships said that it was imposible for them to settle the special case in ignorance of the facts. The case must be reheard either before themselves or before the Lord Chancellor or before the Full Court.

EATON *v.* FRANCE.—This case now came on again for the purpose of settling the form of the inquiries which the Court, on hearing the appeal on the 27th June, thought should be made before the case could be ripe for a final decree.

The COURT now settled the minutes accordingly.

Greene, Q.C., Burdon, Ellis, and *Bardswell*, appeared in the case.

July 20.

ATTORNEY-GENERAL *v.* LORYMER.

This was an information filed in the reign of Queen Anne for the purpose of establishing a gift made by the will of Lady Sadlier to certain of the colleges in the University of Cambridge, for founding some lectures in Algebra. A scheme was afterwards settled by the Court, vesting the estates in some of the heads of the colleges as trustees, and the lectureships became known as "the Sadlierian Lectureships." By the new statutes of the university it is provided that so soon as the lectureships should all become vacant, the management and application of the property should become vested in the university. The lectureships having now all become vacant, the trustees petitioned the Court that they might be at liberty to convey the real estate and to assign some Consols, also subject to the trusts, to the university.

Baily, Q.C., and *Pemberton*, for the petitioners.

Freeman for the university.

Their Lordships made the order.

Solicitors, *Fuller & Saltwell.*

STANFORD *v.* ROBERTS.—This was an application for an allowance to be made to an infant, one of the parties to the suit.

Bacon, Q.C., Malins, Q.C., Hinde Palmer, Q.C., W. W. Karslake, C. H. Russell, and *H. M. Jackson*, appeared in the case.

The Court made the order asked for.

July 21.

RE SAVIN.

This was an appeal from the order of Mr. Commissioner Goulburn, who had ordered a creditors' deed to be taken off the register on the ground that the addresses of the creditors had not been given in a schedule as required by a general order of the Court. The deed was an assignment of the estate of Mr. Savin, the contractor, the debts being estimated at about £2,500,000. In the schedule no addresses had been appended to the names of a considerable number of creditors, whose united debts amounted to more than £100,000.

De Gex, Q.C., and *Beresford*, for the appellant.

Bacon, Q.C., and *J. N. Higgins*, for the creditor at whose instance the registration had been cancelled.

Their Lordships, without deciding the general question whether registration of such a deed would be invalid unless the addresses were all given, were of opinion that the creditor had delayed for more than a month after he

was aware of the defect, and had allowed the proceedings to go on under the deed. This was fatal, and they discharged the order of the Commissioner.

July 21, 23.

RE GARROLD.

Solicitor—Summary Jurisdiction—Costs.

This was an appeal by Mr. Garrold, a solicitor, from an order made on the 8th May by the Master of the Rolls (reported 10 Sol. Jour. 683), upon the petition of one Samuel Phelps, directing Garrold to pay to Phelps a sum of £598, with the costs of the petition. The petition, which was entitled only in the matter of the solicitor, alleged that the money was placed in Garrold's hands as Phelps's solicitor, to be accounted for on demand, and that frequent demands had been made for its repayment but without success. Mr. Garrold insisted that the money was placed in his hands for the purpose of its being invested on security at £5 per cent., and that it was not repayable at a moment's notice. It appeared from the evidence that application was made in February for re-payment of the money, and that nothing further was done till the petition was presented. Mr. Phelps was cross-examined, and then stated that he knew nothing about the presentation of the petition till after the order of the Master of the Rolls was made. The money and costs had been actually paid under that order. There was no case of misconduct raised against Mr. Garrold, nor any suggestion that he intended to evade payment of the money.

E. K. Karslake for the appellant.

Osborne Morgan for the respondent.

KNIGHT BRUCE, L.J., said that it was plain from the undisputed facts of the case that the Court had jurisdiction. As far, therefore, as the direction to pay the money went, the order of the Master of the Rolls was indisputable. Then came the question as to the costs. He thought that in the particular way in which this money was placed in the solicitor's hands, there was no such default, when the money was demanded, as to afford a ground for giving costs. Though it was not usual to interfere with the discretion of the Court below in a matter of costs alone, he thought that in this case the order of the Master of the Rolls should stand except as to the costs, and that there should be no costs on either side.

TURNER, L.J., said that it had been argued that there was no jurisdiction in the present case, but he did not entertain the slightest doubt as to the jurisdiction. The money was clearly placed in Mr. Garrold's hands as solicitor. The question really was whether the jurisdiction ought to be exercised. The money was placed in the solicitor's hands to be accounted for on demand; and, therefore, it was plain that he received it upon the condition of not investing it in a permanent way. He thought sufficient care was shown for making the order for payment of the money; but, on the other hand, he thought there was no misconduct which the Court should visit with payment of costs. Application was made for the money as early as February, but nothing else was done till this petition was presented in April. He thought that was quite sufficient ground for not giving costs. He did not believe that there was any intention on Mr. Garrold's part to evade payment of the money.

The order of the Master of the Rolls would, therefore, stand, except as to the costs. There would be no order as to costs.

Solicitors, *Hancock, Saunders, & Hawkesford; Nunn.*

MASTER OF THE ROLLS.

June 21.

ATTORNEY-GENERAL *v.* BARRINGTON.—*Charity—Distribution by trustees out of income.*—This was a scheme for a charity. A clause provided that £5 per cent. should be allowed out of the net income of the charity amongst charitable objects in the neighbourhood, and the question was how the £5 per cent. was to be estimated.

Sir H. M. Cairns, A.G., and *Vaughan Hawkins*, for the scheme.

Wickens for other parties.

LORD ROMILLY, M.R.—I think the amount ought to be in each year £5 per cent. on the income of the previous year. The trustees of the charity should open an account in ledger form, upon which they might have power to draw, so as not to allow them to expend more than the specified amount.

July 7.

IN RE CORK AND YOUGHALL RAILWAY COMPANY.

A petition for winding-up this company was opposed on the technical ground that the advertisements of the presentation of the petition had appeared some few hours before the petition was actually presented.

J. N. Higgins appeared to oppose.

Selwyn, Q.C., and *G. Hastings*, supported the petition, and contended that the objection was frivolous.

Baggallay, Q.C., Surrage, and *Roxburgh*, for other parties.

His Lordship said that, though the order directed advertisements stating the day when the petition *was* presented, it could not be held that the use of the past tense was intended to invalidate a petition like the present, where the publication of a newspaper preceded by a few hours the opening of the Court.

Solicitors, *Deane, Chubb, & Co., A Jones, Wilkinson, Stevens, & Wilkinson.*

July 17, 18.

CROSLEY *v.* PERKES.—This was a suit for specific performance of an agreement connected with the formation of the Bombay Gas Company. The plaintiff claimed one-third of money received by the defendant as original *concessionaire* of the lands granted to the company.

The principal defence was that the original company had failed, and a new company had been formed, to which the agreement relied on did not apply.

Baggallay, Q.C., and *E. K. Karslake*, for the plaintiff.

Selwyn, Q.C., and *Dickinson*, for the defendant.

July 18.—His Lordship dismissed the plaintiff's bill with costs.

July 21.

THE GENERAL INTERNATIONAL AGENCY COMPANY (LIMITED). CHAPMAN'S CASE.

E. Charles applied to take the name of Mr. Chapman off the contributories' list of this company, which is being wound up. The articles of association provided that the holding of twenty-five shares should constitute the qualification for a director. Mr. Chapman had signed the memorandum and articles of association, and was one of the original directors of the company. He paid the deposit on twenty-five shares, but before an allotment was made he sent in his resignation, which was accepted by the board of directors, and the deposit paid by him on his shares was returned.

Southgate, Q.C., and *Brooksbank*, were for the official liquidator, and urged that a person alleging himself to be a director must be taken as possessing proper qualification as such.

His Lordship said that Mr. Chapman's name must be removed from the list, though it would have been otherwise had any shares been allotted to him. His Lordship considered that he was bound by the decision of the Lords Justices in *Lord Abercorn's case*, the circumstances of which were like those before the Court.

VICE-CHANCELLOR KINDERSLEY.

July 16.

MATHER *v.* THE DUCHESS OF NORFOLK.—This was a motion for an injunction to restrain the raising of certain buildings on the west side of Arundel-street, and at the corner of Howard-street, Strand, to a height exceeding 44 feet from the street, and from obstructing the plaintiff's light and air, and for damages and costs in the usual way; the bill also asked a declaration that the defendants were not at liberty to erect to a greater height than stated in the terms of the injunction asked.

The plaintiff, Hannah Mather, had been since February, 1858, the occupier of a private hotel, No. 29, Arundel-street, on the east side of the street, under a lease, which she obtained from the guardians of the present infant Duke of Norfolk in December, 1864, under an agreement made with a Mrs. Barras, who sold and assigned the benefit of it to the plaintiff. This lease gave

her the right to the light and air, among other general words, and there were covenants to repair, and especially as to party walls, sewers, &c., and there was a prohibition against erecting a steam engine or causing damage or annoyance. And there was also this covenant "that in case of any dispute between the said Hannah Mather and other tenants of the estate as to any light, watercourse, &c., she should abide by the determination of the guardians for the time being of the Duke of Norfolk." In April last two of the houses opposite the plaintiff's hotel, and on the west side of the street, were pulled down, and the plaintiff having reason to apprehend, as she alleged, that it was intended to replace them by houses of a much greater height, her solicitor, Mr. Jeanneret, was instructed by her on the subject, and it turned out that the buildings were being erected by Messrs. Nicholl, Burnett, & Newman, solicitors, of Carey-street, Lincoln's-inn, and Mr. Jeanneret saw the plans at their office, by which, as it was alleged, it appeared that the new buildings would be 56 feet in height, the old ones only having been 44, although there was some discrepancy on the evidence as to the exact height, and the street, moreover, was only 30 feet wide. A Mr. Bull, an architect, was then applied to on the plaintiff's behalf, and he reported that such proposed height would materially obstruct the plaintiff's light and air, whereas a Mr. Marrable, also an architect, declared that the obstruction would be inappreciable. A correspondence took place, ending in the filing of this bill, the defendants contending that the plaintiff was bound by the covenant as to disputes between rival tenants, inasmuch as the erection of the proposed buildings had received the sanction of the guardians. The plaintiff alleged that her hotel was much frequented by gentlemen from the country, and the light and air were of material consequence to her different apartments, particularly to the ground floor, which would be most affected, that being a sort of common sitting-room. A great deal of evidence was read, which, as usual in such cases, was of a most conflicting character. Models and plans accompanied the case.

Baily, Q.C., and *G. O. Morgan*, appeared for the plaintiff.

W. M. James, Q.C., and *Wickens*, for other tenants.

Glasse, Q.C., and *Bagshawe*, for the Duchess of Norfolk and the guardians.

KINDERSLEY, V.C., without hearing a reply, referred to the facts and evidence, and said there were two questions—one on the covenants of the lease, the other as to the amount of light which would be obstructed; but these questions he was not called upon to decide at present. Upon the whole, the evidence on the part of the plaintiff preponderated, although there were errors on both sides. The injunction must be granted to restrain the raising of the new structures to a greater height than the old ones, the plaintiff giving the usual undertaking as to damages and to expedite the hearing.

July 20.

RE CHAMBERLAIN'S TRUSTS.—In this case, reported *supra* p. 910, it was arranged, by consent, that the sum to be paid half yearly to the tenant for life should be one forty-sixth of the *corpus* added to one forty-sixth of the aggregate dividends which would accrue upon the fund and the unsold parts for the time being during the whole of the unexpired twenty-three years of the lease. The *corpus* being about £500, it was calculated that this sum would amount to very nearly £15, reckoning Consols at £87, their price when the computation was made. The order made, therefore, was to sell, every 26th of December and 24th of June, so much of the *corpus* as, together with the dividend, would produce £15, and, with the dividend and produce of the sale, pay £15 to the tenant for life until the expiration of the term, if the tenant for life should be then living, or until further order.

C. Browne for the tenant for life.

Dauney for the remainderman.

Solicitors, *Bodman; F. & D. Smith.*

July 25.

STERRY *v.* TRUSS.—This bill was filed by the plaintiff, claiming to be the equitable mortgagee of a screw steam vessel called *The Queen of the Fairies*, whereon the defendant denied that there was a mortgage, and endeavoured to prove a partnership. It appeared that the defendant had taken out a patent for an improved screw propeller, but the vessel in question was not capable of going to sea.

Glasse, Q.C., and *W. Pearson*, appeared for the plaintiff.

Surrage for the defendant.

KINDERSLEY, V.C., made a decree with costs.

VICE-CHANCELLOR STUART.

July 21.

GARDNER *v.* LONDON CHATHAM AND DOVER RAILWAY COMPANY. DRAWBRIDGE *v.* SAME.

Bacon, Q.C., and *Martineau*, moved that the Sheriff of Middlesex be ordered to withdraw from possession of the goods, chattels, and effects taken by him at the Victoria station at suit of the plaintiffs, and to restore the same to the manager and receiver appointed by the Court at a former application, and that the Sheriff might pay the costs of the motion.

STUART, V.C.—Have you given notice to the creditor?

Bacon, Q.C.—No, sir. The Sheriff, although apprised of the order of the Court, proposes to levy.

STUART, V.C.—An order for an injunction may go until further order, but I cannot grant the application as to costs.

MILLER AND ANOTHER *v.* SOMERSET AND DORSET RAILWAY COMPANY.—The bill in this case was filed on the 19th inst. on behalf of the plaintiffs and all other the mortgagees of the defendants' undertaking, and tolls and sums of money arising in or out of the same by virtue of the Acts of Parliament relating thereto. The plaintiffs now by special leave moved for the appointment of a receiver and an order similar to the order which was made in the case of the London Chatham and Dover Railway Company.

Malins, Q.C., and *Langley*, for the plaintiffs.

Speed and *Toogood*, for the defendant, did not resist the order.

The Vice-Chancellor made the order, appointing Mr. R. A. Read (the manager), and Mr. F. Marwood (the chief accountant of the company) receivers.

Solicitors for the plaintiffs, *Jones, Blaxland, & Jones*, for *John Miller*, Bristol.

Solicitors for the defendants, *Wm. Toogood.*

July 23.

DIMMOCK *v.* HALLETT.

This was a petition by a purchaser, under a sale directed by the order of the Court, praying to be discharged from his purchase, on the ground of misrepresentation, and that the mortgagee, who had the carriage of the order, had, without the purchaser's knowledge, although with the leave of the Court, bid at the sale. By the decree made on the hearing of the case in November last, it was ordered that the property comprised in a mortgage to the plaintiff in the cause (E. M. Dimmock) should be sold, and that the plaintiff and all parties interested might bid at the sale. Mr. Spooner, the petitioner, became the purchaser of the property at the price of £19,000. The plaintiff, the mortgagee, also bid at the sale, and was the last bidder before the property was knocked down to the petitioner, the plaintiff having bid £18,000. The particulars did not state that the mortgagee and plaintiffs interested were to be allowed to bid, and the petitioner urged that he had no knowledge of the order of the Court permitting them to do so. Under these circumstances it was contended that the petitioner could not be compelled to complete the purchase.

Malins, Q.C., *Wickens*, and *Dart*, for the petitioner.

Bacon, Q.C., and *Speed*, for Dimmock; and

Cecil Russell, for assignee of the mortgagor's estate, were not called on.

STUART, V.C., said the evidence failed as to misrepresentation, and that, with reference to Dimmock having bid as a puffer, it was an argument unsustainable. He had bid under the order of the Court, and he might have been declared a purchaser. The petitioner had notice of the suit, and consequently of all proceedings in it, and the circumstances of the auction were such as to confirm such notice upon him. The petition must be dismissed with costs.

Solicitors, *Mackenzie, Treherne, & Trinder; R. B. T. Barrett.*

July 24.

RE THE LONDON, BOMBAY, AND MEDITERRANEAN BANKING COMPANY (LIMITED).—In this matter a petition was presented yesterday, praying for a winding-up order. That was made, and Sir Thomas Parkyns and Mr. Cooper were appointed official liquidators.

Craig, Q.C., now said there was, he thought, some misapprehension as to the order really made. He consented to it so far as regarded the winding-up, but not as to the appointment of the two liquidators.

Greene, Q.C., contrà, said he understood there was no opposition to their appointment.

THE VICE-CHANCELLOR said he was under the like impression, and the order must, therefore, stand.

plainly that it was in the interest of justice to do so. The present case was clearly one for the order.

FITZGERALD, B., said there was a clear distinction between cases of slander and crim. con. The slander must be uttered in the presence of parties who heard it, and could depose to the time and place. In crim. con. cases the plaintiff might be unable to do so, and the matter might in a great measure have to be decided upon the conduct of the parties. There was a good deal, of course, to be said about the hardship upon the defendant in his not knowing what he was to meet, but, in the absence of authority, the application could not be complied with.

EQUITY.

THE TIME OF ASCERTAINING NEXT OF KIN AS PURCHASERS.

Travis v. *Taylor*, V. C. K., 14 W. R. 909.

The history of the law which has grown up in Chancery on the point involved in this case is an example of what has often happened there. At first a broad construction is adopted; then attempts to narrow it by surmises of intent, as they are called by Vice-Chancellor Shadwell in *Urquhart* v. *Urquhart*, 13 Sim. 613, are made by judges of a paternal disposition; and, finally, a recurrence is had to the safer and more sensible course, by abstaining from those minute and endless modifications which surmise would hang on every special circumstance and every peculiarity of expression. The comprehensive rule was laid down by Sir R. P. Arden, in *Holloway* v. *Holloway*, 5 Ves. 399, that in a devise, after a limitation of a life interest, in trust for such persons as should be the testator's heirs-at-law, the heirs at the time of the testator's death were entitled, from the absence of expression showing that those words were necessarily confined to another period, which, he said, required something very special. A gift to the testator's next of kin who should be living at the period of distribution had previously been construed by Lord Thurlow, in *Spink* v. *Lewis*, 3 Br. C. C. 355, in like manner, as not indicating specially the time when, as distinguished from the time of the testator's death, the next of kin were to be ascertained, but the time up to which the next of kin, having been ascertained at his death, must live in order to become entitled. Then came the surmises of intention in case the tenant for life happened to be the sole next of kin, or in case he happened to be one of the next of kin, or in case the will used words of contingency, such as persons who at the death of the legatee for life "would be" entitled under the Statute of Distributions. Was there not, it was asked, sufficient to justify an inference that the testator meant, in such cases, those who should be his next of kin at the death of tenant for life? Judges decided in some well-known authorities, if they can now be called authorities, that there was. The obvious evil of such endeavours on the part of courts of equity, by which such special constructions are raised according to circumstances on words not in themselves conclusive, is that if, in practice, a devise or bequest occurs, in which there is any departure from the form in ordinary use, trustees cannot determine the beneficiaries safely, nor claimants under hypothetical testamentary intentions rest quietly, without recourse to judicial decision. Even in the instances last referred to, it has been well answered by Mr. Jarman, first in the case of the tenant for life being sole next of kin, that the testator may have chosen to give to that person by a description which, if he died in his lifetime, would carry the bounty to other objects; and, secondly, in the case of the contingent words "would be," that an expression referring to the testator's own death may as reasonably be contingent as one referring to the death of the tenant for life.

The word "then," or the like, referring to the period of distribution, when used in connection with the ascertainment of the objects signified by "next of kin" would at first sight appear a strong ground for an exception to Sir R. P. Arden's rule. Thus, in the principal case, the bequest was to the testatrix's niece for her life, and after her death in trust for the children which she might leave at her death; and if the niece should happen to die without leaving lawful issue, the property was to go to such persons as should then be the testator's next of kin in a course of administration according to the statute. Bnt the word "then," or some equivalent, in such a juxta-position, is far from governing the point, although it has sometimes prevailed over the legal construction of "next of kin" or "legal representatives." In *Long* v. *Blackall*, 3 Ves. 486, a testator bequeathed leasehold property in trust, after certain trusts, for his son for life, and after his death for the son's issue male; and if there should be no such issue, for the child with which the testator's wife was *enciente*, but, if the child should not be a son, in trust for such persons "as should then be the legal representatives" of the testator. "There is nobody, I think," said Lord Loughborough, "who can take it but the next of kin at the time of distribution." The gift in the more recent case of *Horn* v. *Coleman*, 1 Sm. & Gif. 169, was to the testator's sister and another person successively for their lives, and after the death of the survivor to the persons who should at the time of the death of the sister be entitled thereto as the testator's next of kin under the statute. Vice-Chancellor Stuart found that the parties intended were those who at the time appointed by the testator were his next of kin, including representatives. A few years afterwards the cases were reviewed by Vice-Chancellor Wood in deciding *Wharton* v. *Barker*, 4 K. & J. 483, 6 W. R. 535, where the trust was as to one-half for the testator's daughter M. for her life, after her death for her children, and, in default of children, for his daughter S. for her life, and after her death for her children, and the other half in like manner to S. and her children, with remainder to M. and her children, and on death and default of children of both, one-half to the persons that should then be considered as the testator's next of kin agreeable to the order of the statute, and the other half to the persons who should then be considered the next of kin of his late wife, agreeable in like manner. The Vice-Chancellor held that the persons entitled to the second moiety were those who, at the death of the surviving daughter, were the next of kin of the wife, and that, having regard to the juxta-position of the bequests, the persons entitled to the first moiety were those who, at the same period, were the next of kin of the testator.

The application and interpretation of "then," in *Cable* v. *Cable*, 16 Beav. 507, were somewhat different. The testator, after a gift of the income of his residuary estate to his wife for her life, directed an assignment after her death to his children; but in case he should have no child at his death, the fund was to become the property of the persons who should then become entitled to take out administration to his effects according to the statute, in the proportion pointed out by it. The Master of the Rolls adverted to the difficulty of fixing the death of the tenant for life as the period when the next of kin were to be determined. You must introduce the words "if the testator had died then." He was of opinion that "then" must be considered as an adverb representing an event, and not as an adverb of time. It meant "there upon." If he adopted the other construction, the persons could not take in the proportion pointed out by the statute. So in *Wheeler* v. *Addams*, 1 W. R. 473, where a settlement was on the husband for life, and if the wife died in his lifetime, then, after his death and failure of issue, for such persons (other than him) as should then be the next of kin of the wife; the second "then" was held by the Master of the Rolls to refer to the event, and not to the time of its happening, and the wife's next of kin at her own death to be entitled.

We come now to the case in the House of Lords, *Bullock* v. *Downes*, 9 H. L. Cas. 1. The income of the residue was to be paid to the testator's son, and after the son's death his children were to take, and, in case of no child, the trust property was to go to the persons of the blood or next of

kin of the testator as would by virtue of the statute have become and been then entitled thereto in case he had died intestate. The Master of the Rolls decided in accordance with his previous decisions. Lord Chancellor Campbell thought that nothing appeared to indicate an intention of the testator contrary to the general rule, but that the "then" seemed expressly to refer to the time of the testator's death as the period when the class was to be ascertained. From Lord Cranworth's judgment we extract the rule, "Where a testator, having by his will made contingent dispositions of his estate, or of any part of it, to take effect after the termination of particular interests for life, has proceeded to direct that, if the contingencies do not arise on which these dispositions are to take effect, then the property shall go to his next of kin according to the statute, the Courts have in modern times held that, *prima facie*, his language is to be taken to refer to those who are his next-of-kin at his death, not to those who may happen to answer that description at the determination of the preceding particular interests." This rule of construction, Lord Cranworth went on to say, in general prevailed, even though the person or persons taking as next of kin, or some or one of them, might have been the person or persons entitled to the particular interest; neither in the circumstance that the son was himself one of the next of kin, nor the use of the use of the words 'then entitled,' as describing the person to take in the event, which happened, of the son dying without issue, was sufficient to affect the construction."

Lord Wesleydale concurring, the judgment of the Master of the Rolls was affirmed.

In the principal case Vice-Chancellor Kindersley, upon the authorities, and having regard to the special words of the will, "as shall then be my next of kin," was of opinion that there was a clear expression of intention that the next of kin should be ascertained and the property divided at a time different from that of the testatrix's own death, namely, the death of the tenant for life, and therefore that the general rule did not apply. That is in fact equivalent to interpreting the word "then," so placed, as equivalent to "if I had then died." Is not this rather a strain on the word? It may be satisfied by being construed to refer in a general way to the state, at the happening of the event, of the class, as ascertained at the death of the testator or other person whose next of kin are to take. We do not mean to import survivorship, but to construe the word as meaning that the persons to enjoy the fund at the happening of the event may probably not be exactly the same as those who under the gift over would have enjoyed it at the testator's death. There may be changes by representation or otherwise. Whatever opinion is formed on this point it is unfortunately too clear that in the present state of the authorities, and the timid application of the rule in *Bullock* v. *Downes*, litigation must continually occur on the very common gift over of which we have been treating.

COURTS.

ROLLS COURT.

(Before the MASTER OF THE ROLLS).

July 24.—*Mullins* v. *Hussey.—Costs as between solicitor and client.*—Although this case merely came before the Court by way of demurrer, the facts alleged by the bill are of interest as showing how the estates of litigants are sometimes dealt with by their solicitors. The plaintiff's mother was entitled to certain freehold property in Lincolnshire, of the value of upwards of £20,000, and had employed a solicitor named William Pemberton (who has since been outlawed and absconded) to recover possession of the property, which Pemberton was successful in doing. Immediately on recovering possession of the estates for his client, Pemberton induced her to execute a conveyance of them to himself in respect of his bill of costs, without stating what was the amount of such bill, and without the plaintiff's mother having any other legal adviser to see to her interest. The plaintiff's mother died in the year 1851, and devised the whole of her interest in the property to the plaintiff and his children. Since then the plaintiff had been induced for certain small sums of money to confirm the conveyance made by his mother to Pemberton; but, on discovering the real state of affairs, had filed a bill against Pemberton and some mortgagees of the estate, and a compromise had been agreed to, by which the property was to be sold and the plaintiff was to receive £4,000. Certain questions had, however, arisen with reference to the validity of the marriage of the plaintiff's mother, in consequence of which the sale of the property was repudiated by the purchaser. The defendants now allege that the compromise cannot be carried out, and that the plaintiff is not entitled to enforce it by a bill in equity.

Mr. *Baggallay*, Mr. *Edmund Beales*, and Mr. *D. Bruce* appeared for the plaintiff; Mr. *Jessel*, Mr. *E. F. Smith*, Mr. *Druce*, and Mr. *Robinson* in support of the demurrer.

His LORDSHIP said that he could not see how the case could go on without the bill which the plaintiff had filed to set aside a purchase obtained by a solicitor, who was now outlawed and a bankrupt, by fraud. The mortgagees must be taken to have had notice throughout of the fraud as alleged, and all the parties had entered into the compromise in question. Certain doubts as to the validity of the marriage of the plaintiff's mother having arisen, the defendants refused to pay the £4,000 agreed for by the compromise, and yet they remain in possession of the estates. The demurrer to the bill must be overruled, with costs.

ARCHES COURT.

(Before Dr. LUSHINGTON).

July 24.—*Barnes* v. *Grant.*—This was a church-rate case, and had been some time pending. The rate was a small amount, and the expenses had been considerable. The plaintiff, as churchwarden of Kettleburgh, Suffolk, sought to recover of the defendant, one of the parishioners, a church-rate, which was opposed on the ground of its inequality. The case came before the Court by letters of request, and *viva voce* evidence was given. His Lordship gave judgment in February in favour of the rate, and condemned the defendant in the costs. Notice of appeal to the Judicial Committee of the Privy Council had been given, but no appeal had been lodged.

Mr. *Moore*, the proctor for the churchwarden (Mr. Barnes), produced the bill of costs to his Lordship, which had been taxed at £260, and which, between the parties, exceeded £300.

His Lordship administered the oaths to Mr. Moore as to the reasonable sums charged, and allowed the bill of costs.

Order accordingly.

COURT OF BANKRUPTCY.

(Before Mr. Commissioner HOLROYD.)

July 20, 21.—*In re W. A. S. Pemberton.*—The bankrupt was a solicitor, of 1, Pinners'-court, Old-Broad-street, formerly of 8, Southampton-street, Bloomsbury, and elsewhere, in partnership with Mr. F. Moojen. The indebtedness is returned at £20,398; against property in the hands of creditors, £11,500; good and doubtful debts, £4,200.

This was an adjourned sitting for examination and discharge.

Mr. *Lucas*, on behalf of the assignees, said that all parties consented to an adjournment of the sitting until the return of Mr. Commissioner Winslow, to whose court the case belonged.

Adjourned accordingly.

SHERIFF'S COURT, RED LION SQUARE.

July 23.—*Heavy Compensation Case.—The Solicitor-General*, with whom was Mr. *Murphy*, appeared before Mr. Garth, as assessor, and a special jury, in a heavy railway compensation case, *Forbes and Others* v. *the Midland Railway*, which occupied the Court to a late hour. Mr. *Lloyd* and Mr. *Horace Lloyd* represented the company. Some remarkable evidence was given in the case. According to the evidence for the claimants, the property for building purposes near Kilburn, partly in the Edgware-road, was worth upwards of £1,000 per acre. About ten acres were required, and, with the damage done by the severance, the claim exceeded £20,000. On the other side the surveyors put the value between £8,000 and £9,000, with some £1,500 for any supposed damage by the severance of the estate by the rail-

way. All the surveyors for the company denied that land was injured by railways running through property. Mr. Vigers said he had purchased considerable property, and sold surplus property, and his opinion was that the severance of property by railways was not injurious to land. It appeared that the property in question was near the land of Sir Thomas Maryon Wilson, and Mr. Clark (Farebrother, Clark, & Co.), who was examined for the claimant, stated that Sir Thomas Wilson only lost his bill by seven votes, and expected to obtain it on the next occasion, and then large plots of land would be laid out for building purposes. Mr. Clark estimated the damage done by the cutting of the railway at more than £13,000.

Mr. *Lloyd* complained of the great price demanded, particularly with reference to the damage occasioned by the cutting. There was a wide field for fancy as to supposed damage by the severance. His own opinion was that railways did not injure property in a commercial point of view.

The Solicitor-General addressed the jury on the whole case.

The Learned Assessor, in placing the case before the jury, thought the material question was as to the alleged depreciation by the severance of the land. In his opinion it was unreasonable to suppose that to cut through a large property like the present did not considerably depreciate it. The jury would, however, consider the matter, and the other question as to the value of the land. The jury retired, and on their return gave a verdict for £13,400.

MANSION-HOUSE POLICE COURT.

(Before Mr. Alderman FINNIS).

July 24.—George Morris Mitchell, who stands charged with mutilating certain books in the library of the Incorporated Law Society, Chancery-lane, and stealing a number of pages from three of them, underwent a further examination on remand. Mr. Humphreys, solicitor, of Newgate-street, again conducted the prosecution. The prisoner defended himself. The evidence adduced on the previous hearing went to show that the pages missing from the books in question were found at an office in the occupation of the prisoner, on being searched under a warrant, and that they were petitions which had been presented to the House of Commons in 1839 and some subsequent years at various times on the subject of the "People's Charter" and universal suffrage. Yesterday it was proved in evidence, on the part of the prosecution, that in May last the prisoner brought an action in the Lord Mayor's Court against Mr. Sidney Smith, the agent to the City Liberal Registration Association, for £47 5s., his charge for supplying him with extracts from "monster" petitions on the "People's Charter" and universal suffrage presented to Parliament at various times, and that the prisoner, on being examined as a witness, stated in effect that the extracts were obtained by him from books in the library of the Incorporated Law Society and from other sources. The result of the action was that the prisoner, as plaintiff in the action, recovered a verdict for £11 9s. against Mr. Smith. This was the case for the prosecution, and the prisoner, on being cautioned from the Bench, read a statement in writing, much of which was irrelevant, but which was to the effect that he had no felonious intention in taking the leaves from the books, or he would have destroyed them at once after he had done with them, instead of leaving them on his desk. Mr. Humphreys, solicitor for the prosecution, explained that the Incorporated Law Society had felt that this was an outrage, and that they had thought it due to themselves and the public to institute the prosecution.

Mr. Alderman FINNIS committed the prisoner for trial, but consented to admit him to bail in the meantime, himself in £100, and two sureties in £50 each.

ASSIZE INTELLIGENCE.

NORFOLK CIRCUIT.

AYLESBURY.

The commission for the county of Bucks was opened on July 19 by Lord Chief Justice Erle. On the entry of the Lord Chief Baron into court, Mr. O'Malley, Q.C., addressed his Lordship in the name of the Bar, and said he begged to offer him their sincere congratulations on his first appearance as Lord Chief Baron, a dignity, he added, to which his public services, his professional success, and his great talents so justly entitled him. The Lord Chief Baron warmly thanked the members of his old circuit for the honour they had done him.

GENERAL CORRESPONDENCE.

ARTICLED CLERKS' SOCIETY.

Sir,—Permit me to inform your readers that the "Mr. Robert Wilson," who is mentioned as the opener of the debate in your report of the last meeting of the Articled Clerks' Society, is a member of the Council of the Incorporated Law Society, and one of the examiners; that he is connected with several learned societies, and was one of the Real Property Commissioners; and that I, in common with the other members of the society, feel truly grateful for the kindness he has shown, and the countenance he has at all times given to the society, which will, I may say, be a much more beneficial institution than it can be now, when its constitution shall have been so improved as to admit of the accomplishment of one of those objects which, among others, it may be stated, those most interested in its welfare desire to effect, namely, the *establishment of a law university*.

AN ORDINARY MEMBER OF THE A. C. S.

THE BENCH AND THE ATTORNEYS.

Sir,—The *Leeds Mercury* of this day contains the following paragraph:—"At the recent Bristol Assizes Mr. Justice Byles said the first duty a man owed to himself was to avoid the door of an attorney as he would the grave." Before any serious notice is taken of this paragraph I think Mr. Justice Byles ought to state whether he has been correctly reported, possibly the expression may have been qualified. It is due to the attorneys that a refutation should, without the least delay, be made of such an improper slander.

July 24th. AN OLD ATTORNEY.

LORD JUSTICE NAPIER.

Sir,—I not only had no sympathy with the conspiracy against Mr. Brewster, but I cordially shared the indignation so strongly and freely expressed, not less by the public than by the profession, against those who had lent themselves to Mr. Whiteside's insolent interference; and the promotion of the latter to the office of Chief Justice of Ireland is, I think, to be regretted.

But, while I entertain these sentiments very strongly, I feel bound, in justice to Mr. Napier, to protest against the attempts that are made to disparage him as a judge. He is an enlightened, liberal-minded, and most amiable man, an admirable lawyer, and with no physical infirmity to prevent or prejudice the most satisfactory performance of his public duties. His deafness is, and has been, much exaggerated. He is not more deaf now than he was twenty years ago, and I can attest that no one in conversing with him could reasonably complain of any deficiency in his hearing. I therefore believe that the cancelling of his appointment, as Lord Justice of Appeal, would be more than an unkindness, an *injustice* to a learned, able, and most deserving man.

With the odious Orange faction I believe Mr. Napier has no sympathy and no relations. A BARRISTER.

July 27.

LEX.*

Sir,—Timber is felled by trespasser, and A. is impeachable for waste, as testator's devisee. A. must recover the timber from trespasser for B., whose is the "remainder after the estate for life, and unimpeachable for waste." The timber felled becomes waste. The *quid pro quo* is B.'s, *ergo* the timber. F.

STUDENT.*

Sir,—I think A. has a remedy against C., but he must try it through B., to whom the land belongs. F.

A. B.*

Sir,—I think the subscriber must be liable to the injury unless the committee made conditions with B. F.

INTERNATIONAL LAW.

Sir,—I shall feel obliged if some of your readers would kindly answer the following questions:—1. Suppose two contracts are entered into between A. & B. in France, which in that country are perfectly valid, but would require to be in writing under the 4th and 17th sections respectively of

* 10 Sol. Jour. 892.

the Statute of Frauds, what would be the result if those contracts were sued on in an English court?

2. If a person grant an estate to A. for life, with remainder to such uses as B. shall appoint, and B., in execution of his power, appoints to the heirs of A., what estate does A. take? X. Y. Z.

The Law Society.

Sir,—Last week I had the honour of directing attention to the catalogue of the library, and I now wish to call attention to the library itself.

Any person who has any knowledge whatever of the subject, will be fully alive to the importance of having indexes of books, no matter whether the library is encyclopedic or special.* Our collection of these most useful guides to students, and to authors indispensable, is exceedingly limited, being confined to Watt's Bibliotheca and the first edition of Lowndes' Manual, not even an old edition of Brunet is there, and to expect to find Kayser's Index Liborum, under the circumstances, would be folly. If one wished to write or compile a work, however simple, it would be impossible without these helps to the learning on jurisprudence, so that in fact, in its present state, the library is almost useless to any but students wishing to read the latest works. The library should at once, and by *purchase* (for the contingency of works like these being presented is too remote to wait for), acquire a good selection of *livres de renseignment*,† this is infinitely more important than the possession of books on Italian jurisprudence, however useful and important that may be. I shall be curious to know whether any Bibliotheca is amongst our Italian purchase, which will enable one to form some idea of its value. I have not mentioned here Marvin's and Bridgman's Bibliographies, because, being confined to legal works, it is impossible to suppose they are not in the library.

These deficiencies are the most glaring only, but there are others which require notice, though of less importance. Even in books most useful to students, by whom the library, from its incompleteness, is chiefly used, who would suppose that Raithby's Study and Practice of the Law was not in the library—one of the best books written on the subject?‡

Doubtless when the library was projected the best system of press marks then in use was adopted; late improvements and experience have shown however a superior method, scarcely open to any objection, while that in use at present is open to every objection, for clumsiness and inconvenience. I consider the library has almost outgrown this antiquated system; and that of numbering the presses, distinguishing the shelves by letters, and numbering the books of each several shelf, should be introduced at the earliest opportunity. The library is increasing to such an extent that all the troubles of the old libraries will have to be gone through unless some such method is adopted; in fact, to keep up the catalogue and attend to the library is already more than enough for one person. §

However, for facilitating researches, simplification of the press marks alone is not sufficient, we must have a catalogue in manuscript or print, which shall be constantly accessible with marginal press marks, and in which all acquisitions shall immediately be inserted so that anyone may find a book without troubling the librarian. The importance of this cannot be overrated. Nothing can exceed the readiness with which everyone is aided by the librarian, no matter how often interrupted, but many object to ask a question which may seem to him useless and not worth troubling him for, but which such a catalogue would at once satisfy.

At present the library may, at any moment, be reduced to a still worse condition; suppose, for instance, that our present librarian, who is himself a living catalogue of the library, were to retire?‖ Why, the collection would be chaos, it would be "Polyphemus without any eye in his head!"* The librarian should not be subject to interruption at every moment, as at present. The system I propose would obviate this and facilitate another most desirable alteration, namely, that every one should return the books to their places instead of leaving them on the tables. This would be little extra trouble, but a great relief to the librarian.†

The preliminary labour to effect these alterations would soon be compensated by the ultimate saving of time.

In conclusion, I beg to say that, until the number of works is greatly increased, the collection will remain as at present of little use as a legal library. G. Mallett.

Sir,—In answer to C. D.'s‡ inquiries:—

1. It is clear from the case of *Howard* v. *Digby*, 8 Bligh. 224, that a *feme covert* cannot make a will of arrears of pin-money—for pin-money is given by the husband to be applied by the wife in attiring her person in a manner suitable to the rank of her husband,—she cannot therefore make a sweeping disposition of it as she can of her separate estate (Story, s. 1375 a. and note). The above rule applies with still greater force to a wife's paraphernalia, which are suitable personal apparel and ornaments of a wife, and which the husband may dispose of in his lifetime, and which his creditors may seize (Story, ss. 1376, 1377).

2. It would appear that whether the action be in contract or tort, the felony would merge the action: see *Dutton* v. *South Eastern Railway Company*, 4 C. B. N. S. 296. See however the opinion of Buller, J., in *Master* v. *Miller*, 4 T. R. 333, that only a *tort* was merged in a felony.

Temple. E. F.

APPOINTMENTS.

Mr. Marett, Solicitor-General of Jersey, to be Attorney-General of the island.

Mr. George Horman, Advocate, has been appointed to be Solicitor-General.

A vacancy in the Court of Probate has been caused by the death of Mr. Samuel Robert Dunn, Assistant Examiner of wills.

Mr. Robert Owen, of the Leinster Circuit, has been appointed Crown Prosecutor at the Commission Court, Dublin, in the place of Mr. J. E. Walsh, now Attorney-General for Ireland. Mr. Owen was called in Easter Term, 1839, and enjoys a considerable practice.

PARLIAMENT AND LEGISLATION.

HOUSE OF COMMONS.

Monday, July 23.

New Writ.

Colonel Taylor moved for a new writ for the University of Dublin, in the room of Mr. Whiteside, who has been appointed Chief Justice of the Court of Queen's Bench in Ireland.

Wednesday, July 25.

A new writ was ordered to issue for the election of a member for the borough of Galway, in the room of Michael Morris, who has accepted the office of Solicitor-General for Ireland.

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* Pour qu'il ne manque pas une partie indispensable à l'ensemble d'une Bibliothèque, quelque petite ou étendue qu'elle soit, il faut qu'il s'y trouve une collection de livres de renseignments, et on ne peut jamais en posséder trop.—Constantin, Bibliothéconomie.

† This plan was followed at the outset by Dr. Cogswell in the formation of the Astor Library, New York, and resulted in materially facilitating its collection, and it is now one of the finest libraries of recent formation.—Edwards.

‡ In this our library is not singular. I think it even a still greater reproach to the Middle Temple that this and several other works do not appear in their catalogue (1863).—G. M.

§ In my last letter I omitted to state that after the first catalogue was circulated, the gifts to the library were greater than they ever were before or have been since.—G. M.

‖ Beaucoup d'administrateurs ou de gérants ont le grand défaut de s'imaginer qu'ils vivront éternellement et de ne point penser à l'avenir ni à leurs successeurs; se fiant sur leur mémoire ils gardent dans leur tête la clef de leur travaux sans rien confier en papier, et lorsque une cause leur éloigne de leur place, les affaires qui leur étaient confiées se trouvent dans une tel chaos qu'on ne peut les débrouiller qu'avec peine et avec du temps et beaucoup de frais.—Constantin, *ubi supra*.

* Thomas Carlyle. Evidence before Commission of Inquiry on British Museum, 1850. 4472.

† This plan is found not to answer in any library of any size or importance. Indeed, at all the best libraries, at the British Museum, the Universities, &c., none but certain privileged readers are permitted even to *take down* the books, much less to attempt to re-place them. At Lincoln's-inn Library, which is both small and special, readers are supposed to re-place their own books, but they do not ordinarily do so, and we have heard from one of the librarians that those who do give on the whole more trouble than those who do not, because, if they put a book in the wrong place, as they not unfrequently do, the next reader cannot find it, and naturally applies to the librarian, who is then driven to hunt for it, often at the cost of much time and trouble.—Ed. *S. J.*

‡ 10 Sol. Jour. 917.

SCOTLAND.

Legal Education.

At a meeting of the Faculty of Advocates, held on Wednesday, it was resolved that attendance on the whole law *curriculum* of the University of Edinburgh should hereafter be made compulsory on *entrants* seeking admission to the Faculty of Advocates. So far as practicable it is provided that the attendance may be in any university. A counter motion that there should be no compulsory attendance upon classes at all, and that the capacity of candidates should be tested by examination only, was rejected.

IRELAND.

White Gloves.

Another maiden assizes has taken place in Ireland; the judge has been presented with white gloves at Kilkenny.

Insurance Frauds.

A remarkable case arose at the Kerry Assizes, being a prosecution instituted against three persons (one of them being a medical man) for attempting a fraud on the British Nation Insurance Company. The circumstances arose out of alleged misrepresentations at the time of the assurance having been effected. A civil action was commenced against the company, but the jury found for the defendant; this was at the Limerick Summer Assizes. In consequence of the absence of a material witness, the English solicitor for the company, the trials were posponed till next assizes.

The O'Donoughue's Estate.

The circumstances attending the sale in the Landed Estates Court to Mr. George Barry, M.P., were again under investigation before Judge Longfield; Mr. Barry was examined, and the learned judge made absolute the conditional orders against Mr. Nugent (solicitor) and Mr. Barry, ordering the latter to undertake the re-sale of the estates. This matter we have fully referred to already.*

FOREIGN TRIBUNALS & JURISPRUDENCE.

SUPREME COURT OF PENNSYLVANIA.†

Ann W. Mather and Others *v.* Joseph Kinikie.

Ground rent reserved in "pieces of eight" is payable in the specific article or its value.

Error from the Common Pleas of Philadelphia.

Judgment by Woodward, C. J.

The ground rent reserved by the deed of October 12, 1773, was payable in "twenty one Spanish coined fine silver pieces of eight and one-third part of a piece of eight, each piece of eight weighing seventeen pennyweights and six grains, or so much lawful money of the Province of Pennsylvania as shall be sufficient from time to time to purchase or procure twenty one such pieces of eight, and one-third part of a piece of eight."

This was manifestly a covenant for a specific article and not for a sum in currency. The alternative in which lawful money is mentioned was only another mode of securing to the landlord, in all contingencies, his twenty one pieces of Spanish coin; if they were not specifically rendered, money enough should be furnished to purchase them, whatever the money of the Province might for the time be. The coin designated corresponded in value very nearly to what has generally been our silver dollar, but it was not a currency of the Province when the deed was made, nor when the rent accrued which is claimed in this suit, for though several acts of Congress, subsequent to this deed, had made foreign coins legal tenders, they were all repealed by the act of 27th February, 1857, and now nothing is legal tender with us except our gold and silver coins, and our treasury notes, commonly called greenbacks.

This cannot, therefore, be considered a covenant for lawful money of the United States, else it would be redeemable in greenbacks, but it is a covenant for a foreign commodity, and therefore, not a debt within the meaning of the existing acts of Congress that fix our legal tender. Such a covenant can only be discharged by rendering the article stipulated for, or paying money enough to buy it. In our late opinions upon the legal tender law we were all agreed upon this point. A contract for specific articles, if not performed, must be compensated in the currency of the country, according to the value of the articles stipulated for. Contracts for the payment of money, or lawful money, as they are usually phrased, are contracts for the payment of the legal tenders of the country, but this was not a contract for money, as our law defines money, but was a contract for a commodity, as much so as if it had been for wheat, or for gold and silver in ingots or bullion. The fact that coins were stipulated for is immaterial, since they were not coins that *our* law recognises as money.

We think the court below were right in all their rulings, and the judgment is affirmed.

* 10 Sol. Jour. 918.

† From the *Legal Intelligencer*.

DISTRICT COURT OF THE UNITED STATES, PHILADELPHIA.†

The "Bermuda."

Either spoliation of papers, or falsified destination suffices to induce a legal presumption of hostile ownership.

Further proof refused where the destination had been falsified, and papers were, under an apprehension of capture, destroyed in pursuance of previous instructions to do so.

This was the last of the contested prize cases in this district. In this case, the vessel, and the munitions of war composing part of her cargo, were long since condemned, and the decrees of condemnation have recently been affirmed by the Supreme Court. The following opinion of the District Court applies to the residue of the cargo.

March 31.—Cadwalader, J., now delivered judgment.—In this case the only question requiring serious consideration was whether further proof should be allowed. This question was more or less complicated with that of the ultimate destination of the cargo. The affirmance of the decree condemning the vessel, and the munitions of war which composed part of her cargo, has enabled me to give, without the least difficulty, a decision as to the residue of the cargo, consisting of general merchandise. I suspended the final disposition of this part of the case until the decision of the Supreme Court upon the appeal of the claimant of the cannon, because, had further proof been allowed on his part, such proof might possibly have been likewise receivable as to the rest of the cargo. According to my own strong conviction, further proof was altogether inadmissible. But the cannons were, according to his affidavit, to have been landed, at all events, either at Bermuda, or at Nassau; and to have been disposed of on his own account at one of those places, without even a contingent ulterior destination. If this had been true, the rest of the cargo must also, according to the plan of the voyage, have been landed at one of those places, because the cannons were below it, forming part of the ballast of the vessel. They could not have been reached until the merchandise generally had been discharged. I did not consider his affidavit, in this respect, credible. I thought there was no doubt whatever that the destination of the vessel was controlled by those who would certainly have determined it for a blockaded port, if there had been any reasonable probability of running the blockade. If his affidavit were disregarded, the proofs were conclusive that the whole of the cargo was absolutely destined for a blockaded port, either directly or by transhipment. To retain the case in this court, seemed, however, as to the general merchandise, preferable to a decree of condemnation, which would unnecessarily have increased the number of appeals.

The opinion of the Supreme Court would, I think, require of this Court a decree condemning the whole cargo, independently of any question of its actual ownership. Such a decree would be comformable to established rules of prize law upon those questions of destination with intended breach of blockade, &c., which the case involves. But the decree may be pronounced, not less properly, upon the question of hostile ownership alone. In the opinion of the Supreme Court, the destruction of the papers relating to the cargo was an unusually aggravated "spoliation," warranting "the most unfavourable inferences as to ownership." The result must of course be condemnation, unless further proof can be allowed. To allow it in such a case would set a trap for the conscience of claimants, tempting them to commit perjury, if not inviting its commission. Further proof is not allowable where, as in the present case, the letters of advice and

proprietary documents of a cargo have been destroyed under previous orders to do so rather than let them be seen by captors or boarders. Such was the plain import of the instructions given to the navigator of this vessel by the persons to whom the absolute control of all the shipments had been confided. The only rational exception from such a rule is in cases of well-founded apprehension, by persons truly neutral, of danger of illegal detention or capture. There certainly was no reason for apprehension of any such danger on the voyage in question.

In cases of spoliation of papers, the legal presumption against their destroyer is founded in a rule of common sense. The rule is not by any means peculiar to prize courts. Its application is familiar in courts of equity which administer in this respect the doctrines of general jurisprudence. If the proprietary documents had been preserved they would unquestionably have shown hostile ownership. Direct proof to this effect as to part of the cargo has been furnished by existing papers accidentaly discovered in unloading the vessel. As to the rest of the cargo, a moral, not less than a legal inference to the same effect arises from the destruction of the papers. The moral presumption from the previous orders to destroy them is indeed too strong to be rebuttable.

If this were less clear, condemnation must inevitably result from the wilful falsification of the destination of the cargo. From this the presumption of hostile ownership is, in a case like the present, conclusive. Here, likewise, the rule is to disallow further proof. Should the case of any one consignee or shipper be distinguishable, in any respect, under this head, from the general case of the others, there could be no such special difference in his favour as to screen the goods which he claims. If the falsification by those to whom any such party entrusted the goods was unauthorised by him, the law affords him a civil remedy against them to recover an indemnity. But the existence of such a recourse cannot exempt the goods from confiscability. The rule that a person is liable for the wrongful acts of his agents applies, under this head, in the administration of prize law. The principle was applied in this case by the Supreme Court, citing the *Ranger*, 6 Rob. 126, which was a case of transportation of goods contraband of war. To the same effect is the case of the *Mars*, *ib.* 87, 88, where the goods were not precisely of this kind, and the decision was upon the ground of a false destination. In a third case, *The Phœnix Insurance Company* v. *Pratt*, 2. Bin. 308, there was no question of either false destination or contraband property of any kind. A neutral who was, for the voyage, the general agent for a cargo, principally of neutral ownership, was alleged to have covered in his own name, by false papers, other goods of hostile ownership in the same vessel. The opinion of the Court was that the whole property of the principal on board of the vessel was liable to condemnation, if such an agent attempted to deceive a belligerent by thus covering property of his enemy. Such an act, when perpetrated by the master so as to involve a forfeiture of the vessel, or of goods on board, is within the definition of barratry. See *Earle* v. *Rowcroft*, 8 East, 126. In the present case, those who concocted the falsifications were, so far as they may not themselves have owned the cargo, general agents and managers, in respect of it, for all who were concerned in the voyage. I do not, however, perceive in the case any reason to justify a view so little unfavourable to any one of those on whose behalf the cargo was claimed.

For these reasons, and others which might be stated, the residue of the cargo is condemned. The case does not require the repetition of a remark frequently made, in different forms, in prize courts, that the criterion of hostile ownership is not the same in them as it might be in ordinary tribunals, upon a mere question of proprietary right between private persons. A party might be able, in a court of common law, to maintain an action of replevin, or of trover, against a person who, nevertheless, having the commercial control and disposal of the subject of the action, would be deemed the owner in a prize court. A sufficient test of ownership in a prize court is, that the goods, on reaching their destination, would have been disposed of, or held, for the profit of persons of hostile residence. Applying this test, there can be no doubt that this cargo should be condemned. The previous reasons are, however, perhaps, of more simple application to the case.

The Lord Chief Baron has courteously declined the honour of a triumphal entry into Ipswich on his arrival next Wednesday to open the commission of assize, conceiving it to be inconsistent with his judicial position.

LAW STUDENTS' JOURNAL.

LAW CLASSES AT THE INCORPORATED LAW SOCIETY.

We understand that Mr. Montagu Hughes Cookson has been compelled, by the pressure of his ordinary professional duties, to resign his position as Reader in Equity. A vacancy, therefore, has occurred in this readership.

MICHAELMAS EDUCATIONAL TERM, 1866.

Table of the days and hours for the delivery of the public lectures by the Readers appointed by the Inns of Court, and for the attendance of the private classes.

Readers—Inn or Court.	Days and Hours of Meeting. Public Lectures.	Private Classes.
Constitutional Law and Legal History, Lincoln's Inn Hall. Private Class, Benchers' Reading Room.	Wednesdays, 2 p.m. First Lecture, 14th Nov.	Tuesd., Thursd., & Satrd. 10 a.m. First Class, 15th Nov.
Equity, Lincoln's Inn Hall. Private Class, Benchers' Reading Room.	Thursdays, 2 p.m. Elementary Lecture, 2 p.m. Advanced Lecture, 3 p.m. First Lecture, 15th Nov.	Mond., ½ past 3 & ¼ past 4 p.m. Wedn., & Frid. ½ past 3 & ¼ past 4 p.m. First Class, 16th Nov.
Real Property, &c. Gray's Inn Hall. Private Class, North Library.	Tuesdays, Elementary Lecture, 2 p.m. Advanced Lecture, 3 p.m. First Lecture, 13th Nov.	Mond., Wedn., & Frid. ½ to 12 a.m. & ½ to 1 p.m. First Class, 14th Nov.
Civil Law, &c., Middle Temple Hall. Private Class, Middle Temple Library.	Fridays, 2 p.m. First Lecture, 9th Nov.	Tuesd., Thursd., & Satrd. ½ to 4 p.m. First Class, 10th Nov.
Common Law, Inner Temple Hall. Private Class, Inner Temple Hall.	Mondays, Elementary Lecture, 2 p.m. Advanced Lecture, 3 p.m. First Lecture, 12th Nov.	Tuesd., Thursd., & Satrd. ½ to 12 a.m. & ½ to 1 p.m. First Class, 13th Nov.

Notes.—The educational term commences on the 1st November, and ends on the 22nd December.

The first public lecture of this course will be delivered by the Reader on Jurisprudence, Civil, and International Law, on Friday, the 9th November, at 2 p.m.

The first meeting of each private class will take place on the usual morning or evening of meeting after the first public lecture on the same subject.

Students who have been unable to attend a lecture or class of either of the Readers, and desire dispensation as a qualification for call to the bar, should make application, with an explanation of the cause of such absence, in writing, to the Reader, during the course, or immediately after the delivery of the last public lecture of the course; and the Reader's report thereon, together with the application, will be forwarded to the Council of Legal Education, who alone have the power of granting dispensation.

The council have resolved that in no case shall students be allowed to change from the elementary to the advanced courses of lectures and classes, or *vice versâ*, while qualifying for call to the bar, or for the examinations on the subjects of lectures.

MICHAELMAS EDUCATIONAL TERM, 1866.

Prospectus of the lectures to be delivered during the ensuing Educational Term, by the several Readers appointed by the Inns of Court.

Constitutional Law and Legal History.

The Reader will, during the ensuing educational term, deliver a course of six public lectures on "The History of the English Constitution and of English Law in the Reign of George I."

With his private class the Reader will go through the principal Statutes, State Trials, and other State Documents in the Reigns of James I. and Charles I., and will use Hallam's Constitutional History as his chief text-book.

EQUITY.

The Reader proposes to deliver, during the ensuing educational term, two courses of public lectures (six lectures in each) on the following subjects:—

Elementary Course.

I.—On the Origin and Nature of the Feudal System, the Private Jurisdictions to which it gave rise, and their Influence on Judicial Procedure in England.
II.—On the Establishment and History of the Court of Chancery.
III.—On the Limits of the Equitable Jurisdiction.
IV.—On Pleadings in the Court of Chancery.

Advanced Course.

I.—On the Jurisdiction exercised by the Court of Chancery concurrently with Courts of Law.
II.—On Voluntary Conveyances and Settlements.
III.—On Donationes Mortis Causâ.

In the elementary private class the subjects discussed will be—The Creation and Incidents of Express Trusts, and the Remedies for Breaches of Trusts.

In the advanced private class the lectures will comprehend—Implied and Resulting Trusts, and the Doctrine of Equitable Conversion.

THE LAW OF REAL PROPERTY, &c.

The Reader proposes to deliver, in the ensuing educational term, two courses of public lectures (six lectures in each) on the following subjects:—

Elementary Course.

The Acts to further Amend the Law of Property, 22 & 23 Vict. c. 35, and 23 & 24 Vict. c. 38.

Advanced Course.

The Law of Waste.

In his private class the reader will, with the elementary class, commence a course of Real Property Law, using as a text-book Mr. Joshua Williams' Principles of the Law of Real Property; and with the advanced class the Reader will examine and comment upon cases selected from Mr. Tudor's Leading Cases on Real Property and Conveyancing.

JURISPRUDENCE, CIVIL, AND INTERNATIONAL LAW.

The Reader proposes, in the ensuing educational term, to deliver six public lectures on—

I.—The Influence of the Roman Law upon the Principal Systems of Modern Jurisprudence, and particularly upon the Systems of England and her Colonies.
II.—The Progressive Development of Law, as Illustrated by the History of the Ancient Roman Law.
III.—The Sources and Constituents of International Law

In his private class the Reader will commence the course of Roman Civil Law, with the consideration of the first book of the Institutes of Justinian, using Sandars' edition, and the Systema Juris Romani of Mackeldey as text-books, and contrast it with the modern French Law upon the same head.

The Reader, in his private class, will also discuss points of international law relating to the Rights and Obligations of Neutrals, using the work of Wheaton as the text-book, and referring to the works of the principal modern jurists, the decisions of the Admiralty and Prize Courts of England and America, the Debates in Parliament, and State Papers relating to the cases under discussion.

COMMON LAW.

The Reader proposes to deliver, during the ensuing educational term, two courses (of six public lectures each), on the following subjects:—

Elementary Course.

I.—The Method of Studying our Common Law, by reference (1) to Principles, (2) to Leading Cases.
II.—The Sub-divisions of our Common Law—with the Characteristics of Contract, Tort, and Crime respectively.
III.—The Mode of Proofs required in Courts of Law.

Advanced Course.

I.—The Jurisdiction of our Common Law Courts in regard to Contract, Tort, and Crime.
II.—Rules of Law as applied in Legal Arguments and Judgments.
III.—Rules of Evidence of ordinary applicability.

With his private classes the Reader will examine in detail the subjects above specified—especially directing attention to important Cases, and using for reference the following books:—

Elementary Class.—Broom's Commentaries (3rd ed.); Taylor on Evidence (4th ed.).

Advanced Class.—Smith's Leading Cases (last ed.); Roscoe's Science of Legal Judgment; Taylor and Best on Evidence.

GENERAL EXAMINATION.

MICHAELMAS TERM, 1866.

Each student proposing to submit himself for examination must enter his name at the Treasurer's office of the inn of court to which he belongs, on or before Tuesday, the 23rd day of October next, and state in writing whether his object in offering himself for examination is to compete for a studentship or other honourable distinction; or whether he is merely desirous of obtaining a certificate preliminary to a call to the bar.

The examination will commence on Tuesday, the 30th day of October next, in Lincoln's-inn Hall, and will be continued on the Wednesday and Thursday following.

The examination by printed questions will be conducted in the following order:—Tuesday, October 30, at 10 a.m., Constitutional Law and Legal History; 2 p.m., Equity. Wednesday, October 31, at 10 a.m., Common Law; 2 p.m., Real Property. Thursday, November 1, at 10 a.m., Jurisprudence and the Civil Law; 2 p.m., General Paper.

The oral examination will be conducted in the same order during the same hours, and on the same subjects, as those already marked out for the examination by printed questions, except that on Thursday afternoon there will be no oral examination.

The oral examination of each student will be conducted apart from the other students; and the character of that examination will vary according as the student is a candidate for honours, or desires simply to obtain a certificate.

The oral examination and printed questions will be founded on the books below-mentioned; regard being had, however, to the particular object with a view to which the student presents himself for examination.

The Reader on Constitutional Law and Legal History proposes to examine in the following subjects:—

For all Students.

1. The principal Statutes from the time of King John to that of Queen Anne.
2. The State Trials during the Stuart period.
3. Hallam's Middle Ages, c. 8.
4. Hallam's Constitutional History.

For Honours.

5. Broom's Constitutional Law.

The Reader on Equity proposes to examine in the following books:—

For all Students.

1. Haynes's Outlines of Equity.
2. Smith's Equity Jurisprudence.
3. Hunter's Suit in Equity, Part 1.

For Honours.

1. White and Tudor's Leading Cases, Vol. I.

2. The following statutes:—22 & 23 Vict. c. 35; 23 & 24 Vict. c. 38; 23 & 24 Vict. c. 145; 25 & 26 Vict. c. 42; 28 Vict. c. 112.

3. The General Orders of the Court of Chancery, 1st February, 1861, and 5th February, 1861.

4. Mitford on Pleading, Introduction, c. 1, ss. 1, 2, 3 (the first six pages); c. 2, ss. 1 & 2, part 1 (the first three pages); part 2 (the first two pages); part 3; c. 3.

The Reader on the Law of Real Property, &c., proposes to examine in the following books and subjects:—

For all Students.

1. Williams, Real Property. 7th ed.
2. Dart, Vendors and Purchasers, c. 4. 3rd ed.

3. 3 & 4 Will. 4, c. 106, and Notes thereto in Shelford, Real Property Statutes, p. 448. 7th ed.

For Honours.

4. Yool, Essay on Waste, c. 1.
5. Sugden, Vendors and Purchasers, c. 12. 14th ed.

The Reader on Jurisprudence, Civil, and International Law, proposes to examine in the following books and subjects:—

For all Students.

1. Justinian's Institutes, Book II. (Notes of Ortolan or Sandars).
2. Mackenzie's Roman Law. Part 2, pp. 151—182.
3. Wheaton's International Law. Part 1, pp. 1—111.

For Honours.

4. Mackeldeii—Systema Juris Romani—Pars Specialis—Lib. I., §§ 208—327.
5. Code Napoléon, Art. 516—710, 2219—2281.

The Reader on Common Law proposes to examine in the following books and subjects:—

For all Students.

1. The Ordinary Proceedings and Course of Pleading in an Action.
2. Smith's Lectures on Contracts. Last ed. §§ 1—5, 8.
3. The under-mentioned cases, with the notes thereto:—
Smith's Leading Cases (last ed.) Vol. II.—Elwes *v.* Mawe, Higham *v.* Ridgway, Marriott *v.* Hampton, Merryweather *v.* Nixan, and Pasley *v.* Freeman.

For a Pass Certificate.

4. Broom's Commentaries (3rd ed.), Book II., c. 1; Book III., c. 1; Book IV., c. 1.

For Honours.

5. Smith's Mercantile Law (last ed.), Book I., c. 4, 5.
6. The Criminal Law Consolidation and Amendment Acts (edited by Greaves), the following parts:—24 & 25 Vict. c. 100, §§ 4, 6—10. 24 & 25 Vict. c. 96, §§ 1—3, 5, 6, 67, 68, 72, 88, 89.
7. Taylor on Evidence (4th ed.), Book I., c. 5.

JULY EXAMINATION.

The Council of Legal Education have awarded the following exhibitions to the undermentioned students, of the value of Thirty Guineas each, to endure for two years:—

Constitutional Law and Legal History—Douglas Kingsford, Esq., M. T.

Jurisprudence, Civil and International Law—William A. Hunter, Esq., M. T.

Equity—Edward Ford, Esq., L. I.

Common Law—T. De Courcy Atkins, Esq., M. T.

Real Property—John Shortt, Esq., M. T.

The Council of Legal Education have also awarded the following exhibitions of the value of Twenty Guineas each, to endure for two years, but to merge on the acquisition of a superior exhibition:—

Equity and Common Law—Robert Bannatyne Finlay, Esq., M. T.

Real Property—Thomas Charles Ernest Pœzold, Esq., M. T.

ARTICLED CLERKS' SOCIETY.

A meeting of this society was held on Wednesday, the 18th inst. Mr. Jennings took the chair. The secretary announced that one of the first acts of Lord Chelmsford (president of the society) on his accepting the Great Seal, was the sending of a donation of £5 to the funds of the society. Mr. Drummond moved "That the *Times* newspaper is not worthy to be considered an impartial leader of English opinion." Mr. Mead opposed. The motion was negatived.

LAW CLASSES AT THE INCORPORATED LAW SOCIETY.

The following gentlemen have been appointed readers for the year 1866–67:—

Mr. A. Bailey on Conveyancing.
Mr. E. A. C. Schalch on Common Law.
Mr. D. Sturges on Equity.

Yesterday a telegram from the *Great Eastern* announced that the cable was successfully laid, and that the shore end would be submerged before the evening. The line is to be opened to the public to day. The tariff is £20 for 100 letters, and for every additional word not exceeding five letters, £1.

COURT PAPERS.

PROTHONOTARY'S OFFICE, PRESTON.

July 17, 1866.

Sir,—Having been informed that at the Treasury and at the Inland Revenue Office, the Common Law Courts Fees Act, 1865, is construed as not applying to the fees payable to the Associate in the County Palatine of Lancaster, I beg to say that the fees payable to the Associate at the assizes in this county, will in future be received in money and not in stamps.

Edmund R. Harris,
Acting Prothonotary and Associate.

PUBLIC COMPANIES.

ENGLISH FUNDS AND RAILWAY STOCK.

Last Quotation, July 26, 1866.
[*From the Official List of the actual business transacted.*]

GOVERNMENT FUNDS.

3 per Cent. Consols, 88⅝	Annuities, April, '85
Ditto for Account, Aug. 9, 88½	Do. (Red Sea T.) Aug. 1908 —
3 per Cent. Reduced, 87⅝	Ex Bills, £1000, 3 per Ct. pm
New 3 per Cent., 87⅝	Ditto, £500, Do, pm
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, Do pm
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 5½ per Ct. (last half-year) 249
Do. 5 per Cent., Jan. '73 —	Ditto for Account, —
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stock, 10½ p Ct. Apr. '74	Ind. Enf. Pr., 5 p C., Jan. '72
Ditto for Account, 207½	Ditto, 5½ per Cent., May, '79
Ditto 5 per Cent., July, '70 102¾	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '66 100½
Ditto 4 per Cent., Oct. '88	Do. Bonds, 4 per Ct., £1000, pm
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 12 pm
Ditto Enfaced Ppr., 4 per Cent. —	

INSURANCE COMPANIES.

No. of shares	Dividend per annum	Names.	Shares.	Paid.	Price per share.
			£	£ s. d.	£ s. d.
5000	5 pc & bns	Clerical, Med. & Gen. Life	100	10 0 0	26 17 6
4000	40 pc & bs	County	100	10 0 0	85 0 0
40000	8 per cent	Eagle	50	5 0 0	6 12 6
10000	7l 1s 8d pc	Equity and Law	100	6 0 0	8 0 0
20000	5l 14s 3d pc	English & Scot. Law Life	50	3 10 0	4 16 0
2700	5 per cent	Equitable Reversionary...	105	...	95 0 0
4600	5 per cent	Do. New	50	50 0 0	45 0 0
5000	5 & 3 p sh b	Gresham Life	20	5 0 0	
20000	5 per cent	Guardian	100	50 0 0	48 10 0
20000	7 per cent	Home & Col. Ass., Limtd.	50	5 0 0	2 0 0
7500	16 per cent	Imperial Life	100	10 0 0	20 10 0
50000	10 per cent	Law Fire	100	2 10 0	5 0 0
10000	32½ pr cent	Law Life	100	10 0 0	87 15 0
100000	8 pr cent	Law Union	10	0 10 0	0 16 6
20000	6s p share	Legal & General Life ...	50	8 0 0	7 17 6
20000	5 per cent	London & Provincial Law	50	4 1 10	4 2 6
40000	10 per cent	North Brit. & Mercantile	50	6 5 0	16 10 0
2500	12½ & bns	Provident Life	100	10 0 0	18 0 0
689220	20 per cent	Royal Exchange... ...	Stock	All	296
—	6½ per cent	Sun Fire	...	All	212 0 0
4000	...	Do. Life	...	All	70 0 0

RAILWAY STOCK.

Shares.	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter	100	92
Stock	Caledonian	100	124
Stock	Glasgow and South-Western	100	114
Stock	Great Eastern Ordinary Stock	100	30
Stock	Do., East Anglian Stock, No. 2	100	6
Stock	Great Northern	100	122
Stock	Do., A Stock*	100	130
Stock	Great Southern and Western of Ireland	100	93½
Stock	Great Western—Original	100	53½
Stock	Do., West Midland—Oxford...	100	—
Stock	Do., do.—Newport	100	36
Stock	Lancashire and Yorkshire	100	124
Stock	London, Brighton, and South Coast	100	94
Stock	London, Chatham, and Dover	100	23
Stock	London and North-Western	100	118½
Stock	London and South-Western	100	93
Stock	Manchester, Sheffield, and Lincoln	100	89
Stock	Metropolitan	100	132
10	Do., New	—	2½pm
Stock	Midland	100	129½
Stock	Do., Birmingham and Derby	100	97
Stock	North British	100	56
Stock	North London	100	121
10	Do., 1864	5	7
Stock	North Staffordshire	100	77
Stock	Scottish Central	100	134
Stock	South Devon	100	48
Stock	South-Eastern	100	68
Stock	Taff Vale	100	145
10	Do., C	—	3 pm
Stock	Vale of Neath	100	103
Stock	West Cornwall	100	55

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

Thursday night.

When making reference to transactions so delicately sensitive as those which are conducted upon the Stock Exchange it is difficult to say what has or has not an effect upon them, and although it is pretty generally understood that the artisan class reprobate what have been termed the Hyde Park riots, and that the wanton proceedings were those of the scum who will hang for unworthy purposes upon the skirts of any large gathering, certain it is that there has been an indisposition to make purchases on behalf of the investing public; but the influence, such as it is, will be purely evanescent and rapidly pass away.

The Chancellor of the Exchequer, when he recently addressed his constituents upon the occasion of his re-election, ventured upon the prediction that we were nearer peace than was generally supposed, and events would seem to prove that he was better informed than the majority of his auditors. We have now, to all appearance, heard the last of the war on the Tyrol, an armistice has been agreed to; the preliminaries, as a basis, have been settled, and, in all human probability, an honourable peace will shortly be proclaimed. Thus the anticipated heavy and continuous drain of gold to the continent for military expenditure will be averted. This, and the favourable harvest weather, which bids fair for an early ingathering of the crops, will necessarily exercise a favourable influence during the next few weeks, and give a steadiness of tone to the market.

At the bank the bullion operations during the past week have neither been numerous nor important in character or amount. The position of the Money Market continues to improve and discount accommodation is readily obtained. In some instances three and four months banker's and merchant's acceptances have been taken as low as 6¾ per cent., or 3¼ per cent. below the Bank *minimum*. The current rate for merchant's paper is about 8 or 9 per cent.

The improvement in the exchanges, the more restricted demand for silver, and the supplies of bullion from the East, which are in progress, materially aid the pending improvement, and a rapid change for the better is the general expectation. With a return to easier rates, which, according to present appearances, cannot long be delayed, the decline which has taken place in almost all classes of securities during the past two months, would be speedily recovered, and those who, fortunately, have not been compelled to sell will realise the legitimate fruits of their confidence and patience.

As was anticipated, the Bank directors separated to-day without effecting any change in the *minimum* rate of discount. It is stated that it is not the intention of the Government at the present time to institute any inquiry into the operation of the Bank Charter Act of 1844. Upon this subject, according to rumour, the Governor and Deputy-Governor of the Bank of England had an interview with the Right Hon. the Chancellor of the Exchequer on Tuesday.

The Bank return is satisfactory. The decrease in the private deposits is £1,274,170, the total standing at £18,546,769. The private securities have decreased £1,009,933, the amount now being £26,742,316. The increase in the reserve is only £131,580, the amount representing £2,630,035. The stock of bullion in both departments is £13,716,829, exhibiting an increase of £70,854. The public deposits present an increase of £355,723, the total being £2,517,449. The decrease in the Government Securities is £200,000.

Consols are not quite so firm, and the latest quotation for money is 88¼ to 88⅜; Exchequer Bills, par to 5s. premium; India Bonds, 14s. to 15s. premium.

The dealings in foreign stocks have been far from numerous; but there are no very important changes. Italians have a downward tendency, consequent it is supposed upon the enormous expenses of the Government, and the somewhat unsatisfactory position of its finances. It is also reported that a new loan of £6,000,000 sterling is about to be brought forward. The latest quotations are—Brazilian Five per Cents. 71 and 72¼; Stock of the Danubian Principalities, 67; Egyptian Loan, 85½ and 85¾ the £100 Bonds, 88; Government Railway Debentures, 82; Portuguese Three per Cents., 44 and 44½; Russian Five per Cents., original stock, 88; the Four-and-a-Half per Cents., 84½; Venezuela Six per Cents., 84½ ¼ and 35¼; Dutch Two-and-a-Half per Cents., 57¼; Ditto, Four per Cent. Certificates, 90; Italian Loan of 1861, 54¼ 53½ and 53⅜.

Railway shares have not been dealt in to any large extent. There has been a decline in Metropolitans, the dividend and amount carried forward not being regarded as satisfactory.

The inquiry for joint-stock bank shares is limited, but inquiries are mostly firm:—Alliance Bank, 3½ to 2½ dis.; London and County Bank 65½ to 66½; and Consolidated Bank, ½ to 1 premium.

Attention has been called to the course pursued by some of the joint-stock banks in not distinguishing between acceptances given and money received. It should be borne in mind that the London and Westminster and the London and County follow the wholesome practice of distinguishing between the two classes of liability. It is to be hoped that the example first set by the London and County will be followed by other banks.

There have been dealings in finance and credit shares at the following quotations:—London Financial, 12 to 11 dis.; General Credit, 1⅛ to ⅜ dis.; International Finance, 1¾ to ½ dis.; and Credit Foncier, 3 to 2¾ dis.

The favourable intelligence from the Great Eastern has caused an improvement in the shares of the Atlantic Telegraph Companies. In the old company, business has been done at 4⅛, and in the new (Anglo-American) at 11½. Should all go on well, by Saturday the enterprise of laying the cable will be completed. Some attempt has been made to hang a fear upon the announcement that the weather is described as "foggy," forgetting, as it would appear, the much more important statement, that the insulation and continuity are complete.

A large meeting of shareholders in the Preston Bank was held at Preston on Wednesday, when the chairman stated that the committee of investigation had found the bank's affairs much more favourable than was anticipated. The loss instead of being £250,000, it is said, will not be half that amount. The meeting was adjourned till to-morrow (Friday), when, it is understood, there will be an effort made to resuscitate the business. The Master of the Rolls has fixed Saturday, the 28th inst., to hear a petition to wind-up this bank, and has appointed Mr. Banner, of Liverpool, official liquidator.

At the meeting of the National Discount Company (Limited), held yesterday, a dividend at the rate of 20 per cent. per annum for the past six months was declared. 1,633 new accounts had been opened, and only £2,500 of doubtful debts incurred.

At the meeting of the London Financial Corporation (Limited), held yesterday no dividend was declared; but there remained a balance of £76,581 19s. to the credit of profit and loss, which, together with £100,000 reserve fund, was transferred to a special account to meet any deficiencies in the value of securities and losses when ascertained.

An extraordinary general meeting of Lloyd's Banking Company, Birmingham, is called for the 2nd of August to decide upon the expediency of purchasing the business of the Warwick and Leamington Banking Company, and also to consider the propriety of increasing the capital to the extent of £500,000, by the creation of 10,000 new shares of £50 each.

At the seventh ordinary general meeting of the Union Bank of Ireland, held to-day, it was stated that the gross profits amounted to £20,799 11s. 9d., and after deducting expenses, there was a balance of £3,106 14s. 8d., which, as recommended, was carried forward, no dividend being paid.

Lord Romilly to-day confirmed the appointment of Mr. James Cooper as official liquidator of the General Exchange Bank (Limited).

Vice-Chancellor Stuart has appointed Sir Thomas Parkyns, Bart., and Mr. James Cooper, official liquidators of the London, Bombay, and Mediteranean Bank (Limited).

RAILWAYS AND WORKING MEN.—The Midland Railway Extension, in its passage through the hearths and homes of the poor, has been even more destructive and rapacious than is usually the case. Twenty unfortunate people—six hard-working, honest men and women, with their fourteen children—were, after twenty-four hours' notice, turned out of their houses into the rain of Saturday and Saturday night, and the shelter of the public road. It was in vain they sought for protection, and Sunday night closed in darkness over this shameful and pitiful sight. When the directors and officials who thus outrage humanity were sleeping cosily in their warm beds, one poor woman, at least, was sinking from cold and misery, and no less than eight families were suffering more or less the consequences of this heartless eviction. We understand that the large sum of one sovereign was offered to each household to induce a quiet removal.—*The Working Man.*

DEFECTS OF THE BUILDING ACTS.—I hesitate to place the building Acts, which should be essentially sanitary, in the list of Acts having anything to do with public health. They are not altogether destitute of sanitary conditions; but under their shadow the most unhealthy and the most flimsy houses are built to an extent, so that in this respect, perhaps, more harm than good is done by them. As to their power to cause vexation and hindrance in the construction of the best houses, I have heard too much of it to doubt it. At the same time it is not difficult to insure good regulations. "In several towns regulations have been issued by local authorities fixing the proportion of open space for each house, minimum height and size of rooms, proportionate size of windows," &c. And I learn that such houses pay, and are sought after in preference to others. In some respects the law, and not this one only, bears hard upon the local authority. Duties are indicated, and powers are apparently given; but when these powers are fully tested against obstinate, obstructive individuals, they are found to have a large trouble-producing power, coupled with a most disgusting want of success.—*Mr. W. Rendle, in "The Municipal Corporations Directory."*

THE PALACE OF JUSTICE.—The *Athenæum* says that the Treasury, at the instance of the competitors for the designing of the new Law Courts, has consented to enlarge the space of land originally devoted to that building on the south-west corner of the site, so as to render the plot more truly square than before, and increase the extent of the Strand front.

BANDA AND KIRWEE BOOTY.—The delicate and complex question of costs in the Banda and Kirwee case has been adjusted without much difficulty, and a suggestion made by the judge of the Admiralty Court, who delivered judgment in the case, has been acted upon by the Treasury, and will receive the assent of all the parties interested. The total sum which will be divided among the lawyers out of the booty is £43,000. Of this amount £16,000 will be paid as fees to counsel, £11,000 to attorneys, and the balance to various agents for services rendered, costs out of pocket, &c. The balance to be distributed among the captors will be about £700,000; but so long a time has elapsed since the operations took place, that fully one-third of the persons declared to be entitled to the booty will never enjoy a farthing of it. They are either dead or scattered over the four quarters of the globe.

CHIEF BARON KELLY.—A preliminary meeting was held at the White Horse Hotel, Ipswich, on Monday, to take into consideration the best means of giving an appropriate reception to the Chief Baron on the 1st of August next, and the following resolution was unanimously agreed to:—"That it is desirable to meet the Lord Chief Baron, on his entry into the town, as one of her Majesty's judges, to escort him to the Assize Court." A committee was appointed to carry out the intentions of the meeting.

ESTATE EXCHANGE REPORT.

AT GARRAWAY'S.

July 13.—By Messrs. FAREBROTHER, LYE, & WHEELER.

Freehold residence, with gardens, grounds, and paddock, together about 5½ acres, situate at Thames Ditton, Surrey—Sold for £2,470.

Freehold house, No. 38, Hatton-wall, Hatton-garden; let at £60 per annum—Sold for £1,130.

Freehold workshops, No. 1, Christopher-st, Hatton-garden; let on lease at £43 per annum—Sold for £1,100.

July 17.—By Mr. NEWBON.

Freehold farm of about 42 acres, with house and cottages, situate in Cranham-lane, Cranham, Essex; let on lease at £46 per annum—Sold for £1,610.

July 23.—By Mr. A. BOOTH.

Leasehold, 2 residences, Nos. 298 and 300, Camden-road, Islington; term, 89 years from 1850, at £32 per annum—Sold for £900 each.

By Mr. W. MOXON.

Freehold estate, known as Mill Farm, with farm buildings and corn windmill, containing nearly 30 acres of land, situate at Horsham, Sussex, producing £80 per annum—Sold for £2,500.

July 24.—By Messrs. BROWN & ROBERTS.

Lease of the Albion Hotel, Russell-street, Covent-garden; let on lease at £140 per annum; term expiring at Michaelmas, 1873, at £63 per annum—Sold for £1,500.

By Messrs. LOMAX & FLEXMAN.

Leasehold, 2 houses and shops, Nos. 15 and 16, Stratheden-villas, Shepherd's-bush, producing £110 per annum; term, 99 years, at £10 each—Sold for £500 each.

AT THE NEW AUCTION MART.

July 20.—By Messrs. NORTON, TRIST, & Co.

Leasehold house, being No. 2, Talbot-villas, New-road, Shepherd's-bush; let at £40 per annum; term, 99 years from 1858, at £4 4s. per annum—Sold for £455.

Leasehold chaise-house, stable, and yard, situate in Talbot-road, in the rear of the above; let at £4 per annum; term similar to above, at a peppercorn—Sold for £70.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

HENSMAN—On July 22, at Springhill, Northampton, the wife of A. P. Hensman, Esq., Barrister-at-Law, Middle Temple, of a son.

SARGEAUNT—On July 16, at Stanwick, the wife of J. B. Sargeaunt, Esq., Barrister-at-Law, Inner Temple, of a son.

MARRIAGES.

ATKINS—LANGDON—On July 24, at Milton, Kent, Rev. H. T. Atkins, M.A., Bucks, to Mary A., widow of the late W. T. Langdon, Esq., Barrister-at-Law, Middle Temple.

FAWCETT—LEDGARD—On July 18, Mirfield H. Fawcett, Missionary Curate of S. P., Stepney, to Maria, daughter of F. Ledgard, Esq., Solicitor, Mirfield.

GLASCOTT—MEARES—On June 13, at Barrackpoor, Bengal, G. A. Glascott, Esq., Lokenathpore, near Calcutta, son of J. Glascott, Esq., Clonation, Wexford, Ireland, Barrister-at-Law, to Charlotte E., daughter of G. Meares, Esq., Sindurr, near Calcutta.

HAYWARD—ROW—On July 12, at St. Paul's, A. O. Hayward, Esq., Barrister-at-Law, St. John's, Newfoundland, to Sarah G., daughter of J. Row, Esq., Merchant, Finch-lane.

JONES—NAPIER—On July 18, at Parkham, North Devon, O. Jones, Esq., Royal Marine Artillery, to Celia, widow of the late C. Napier, Esq.

PILKINGTON—HOYLE—On July 17, at Kimberworth, C. H. F. Pilkington, Esq., son of the late H. Pilkington, Barrister-at-Law, Yorkshire, to Hanna C., daughter of W. F. Hoyle, Esq., Yorkshire.

ROBERTS—RODGORS—On July 19, at Christ Church, Harrogate, J. R. Roberts, son of the late R. Roberts, Esq., of Sleaford, Lincolnshire, to Annie, daughter of C. Rodgors, Esq, Solicitor, of the same place.

DEATHS.

BERRY—On April 17, H. Berry, Esq., Solicitor, Verulam-buildings, aged 67.

BLAIR—On July 20, H. Blair, Esq., Solicitor, Manchester, aged 54.

BURBEARY—On July 21, J. P. Burbeary, Esq., Solicitor, Southbourne, Sheffield, aged 44.

CHING—On July 8, at Niagara, Canada, Emma M. daughter of the late W. J. Ching, Esq., Barrister-at-Law.

POLSON—On July 11, at St. Leonards, Archer, son of the late W. G. Polson, Esq., of the Inner Temple.

UNCLAIMED STOCK IN THE BANK OF ENGLAND.

The amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

BRIGHT, RICHARD, Bristol, Esq. £829, 7s. 10d., Consolidated 3 per Cent Annuities.—Claimed by Henry Bright and Robert Bright, surviving executors of R. Bright, deceased.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

FRIDAY, July 20, 1866.

LIMITED IN CHANCERY.

Anglo-Greek Steam Navigation and Trading Company (Limited).—Creditors are required, on or before Oct 21, to send their names and addresses, and the particulars of their debts or claims, to Henry Chatteris, 21, Lawrence-lane, Cheapside, official liquidator. Friday, Nov 2 at 11, is appointed for hearing and adjudicating upon the debts and claims.

New Zealand Banking Corporation (Limited).—Creditors are required, on or before Sept 1, to send their names and addresses, and the particulars of their debts or claims, to James Cooper, 3, Coleman-st-buildings, official liquidator. Friday, Nov 9 at 1, is appointed for hearing and adjudicating upon the debts and claims.

Warren's Blacking Company (Limited).—Petition for winding-up, presented July 19, directed to be heard before the Master of the Rolls on July 28. Shaen & Grant, Kennington-cross, solicitors for the petitioners.

London and Northern Insurance Corporation (Limited).—Petition for winding-up, presented July 19, directed to be heard before Vice-Chancellor Kindersley on July 28. Neal & Philpot, Gt Knight-rider-st, Doctors'-commons, solicitors for the petitioner.

Plym River Slab and Slate Company (Limited).—Vice-Chancellor Stuart has fixed July 30 at 12, at his chambers, for the appointment of an official liquidator.

Stowe Iron Ore Company (Limited).—Petition for winding-up, presented July 18, directed to be heard before the Master of the Rolls on July 27. Parker & Co, Bedford-row, solicitors for the petitioner.

Hafod-y-Wern Slate Company (Limited).—Petition for winding-up, presented July 19, directed to be heard before the Master of the Rolls on July 28. Harwood, Cannon-st, solicitor for the petitioner.

London and African Trading Company (Limited).—Petition for winding-up, presented July 19, directed to be heard before the Master of the Rolls on July 28. Kearsey, Bucklersbury, solicitor for the petitioners.

Smith, Knight, & Company (Limited).—Petition for winding-up, presented July 19, directed to be heard before the Master of the Rolls on July 28. Harcourt, King's Arms-yd, solicitor for the petitioners.

UNLIMITED IN CHANCERY.

Preston Banking Company.—Petition for winding-up, presented July 19, directed to be heard before the Master of the Rolls on July 28. Gregory & Rowcliffes, Bedford-row, solicitors for the petitioners. Harmood William Banner, Lpool, official liquidator.

International Contract Company.—Order to wind-up, made by Vice-Chancellor Stuart on July 9. Harrison & Lewis, Old Jewry, solicitors for the petitioner.

English Widows' Fund and General Life Assurance Association.—Vice-Chancellor Wood will, on July 30 at 3.30, at his chambers, proceed to make a call on the several persons who are settled on Class A of the list of contributories of the said company, and the said judge purposes that such call shall be for £1 5s. per share.

Buller and Bertha Mine Company.—Vice-Chancellor Wood will, on July 30 at 3, at his chambers, proceed to make a call on the several persons who are settled on the list of contributories of the said company, and the said judge purposes that such call shall be for £1 per share.

Professional Life Assurance Company.—The Master of the Rolls will, on Aug 6 at 12, at his chambers, proceed to make a call on the several persons who have been settled on the list of contributories of the said company, and the said judge purposes that such call shall be for £4 per share.

South Lady Bertha Copper Mining Company.—Vice-Chancellor Wood will, on July 31 at 3, at his chambers, proceed to make a call on the several persons who are settled on the list of contributories of the said company, and the said judge purposes that such call shal be for £1 10s. per share.

TUESDAY, July 24, 1866.

LIMITED IN CHANCERY.

Cadiz, Oporto, and Light Wine Association (Limited).—Petition for winding-up, presented July 20, directed to be heard before Vice-Chancellor Wood on July 30. Young & Co, Frederick's-pl, Old Jewry, solicitors for the petitioners.

Isle of Wight Packet Company (Limited).—Order to wind-up, made by Vice-Chancellor Stuart on July 13. France, Falcon-st, Aldersgate, solicitor for the petitioner.

General Exchange Bank (Limited).—Order to wind-up, made by the Master of the Rolls on July 14. Deane & Co, South-sq. Gray's-inn, solicitors for the petitioner.

Gelynog Llantwit Colliery Company (Limited).—Order to wind-up, made by Vice-Chancellor Stuart on July 20. Taylor & Co, Furnival's-inn, solicitors for the petitioners.

Ottoman Company (Limited).—Vice-Chancellor Wood has fixed Aug 1 at 12, at his chambers, for the appointment of an official liquidator.

Tewkesbury Hosiery Company (Limited).—Vice-Chancellor Wood has appointed Samuel Hitch, Southwick-park, Tewkesbury, Gloucester, official liquidator.

Alliance Financial Company (Limited).—The Master of the Rolls has appointed James Francis Quartly, 37, Queen-st, Cheapside, official liquidator.

Friendly Societies Dissolved.

FRIDAY, July 20, 1866.

Green Dragon Inn, Stokefleming, Devon. July 12.

Black Lion Friendly Society, Black Lion Inn, Builth, Brecknock. July 14.

High Order of Boiler Makers, George IV. Tavern, Catherine-st, Poplar. July 17.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, July 20, 1866.

Burbidge, Chas, Bradford, Wilts, Farmer. Aug 20. Burbidge v Burbidge, V. C. Kindersley.

Hollins, Wm, Over Wallop, Southampton, Farmer. Oct 31. Brownjohn v Gale, V. C. Wood.

Hughes, John, Little Bruton-st, Berkeley-sq, Stable Keeper. Nov 5. Grace v Hughes, M. R.

Murlin, John, High Wycombe. Nov 2. Orme v Orme, M. R.

Rayner, Edwd, St John-st-rd, Clerkenwell, Baker. Sept 30. Rayner v Rayner, V. C. Stuart.

Tudor, Hy, Brighton, Barrister-at-Law. Sept 29. Craig v Tudor, V. C. Stuart.

TUESDAY, July 24, 1866.

Bishop, Hannah, Worcester, Widow. Nov 2. Parker v Williams, M. R.

Burchell, Anna, Churchfield House, Fulham, Spinster. Oct 1. Barrell v Burchell, V. C. Wood.

Crawford, Wm, Torquay, Devon, Esq. Nov 1. Giffard v Crawford, M. R.

Marsh, Thos, Canterbury, Baker. Sept 16. Pilcher v Marsh, V. C. Wood.

Wainwright, Benj, Staleybridge, Lancaster. Sept 30. Wainwright v Wainwright, V. C. Stuart.

Watkins, Geo Price, Broadnay, Carmarthen, Esq. Sept 10. Allen v Thomas, V. C. Stuart.

Watkins, John Lloyd Vaughan, Pennoyre, Brecknock, Esq, M.P. Sept 1. Hughes v Thomas, M. R.

Whiting, Geo, Leven, York, Farmer. Sept 30. Whiting v Whiting, V. C. Stuart.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, July 20, 1866.

Anthony, John, Yealhampton, Devon, Miller. Sept 18. Savery, Modbury.

Bell, John Gray, Manch, Bookseller. Sept 21. Sale & Co, Manch.

Carr, John, Brighton, Sussex, Esq. Aug 18. Jones & Arkcoll, Tooley-st.

Dunn, Geo, Ledbury, Hereford, Gent. Sept 29. Masefield & Sons, Ledbury.

Elliott, Richd, Staines, Publican. Aug 29. Miller & Miller, Sherborne-lane.

Fossick, Danl, Offord-rd, Solicitor. Aug 4. Calvert, Chancery-lane.

Furness, Wm, Seascale Hall, Cumberland, Esq. Sept 15. Lumb & Howson, Whitehaven.

Glencross, Margaret Jane, Johnstown, Carmarthen, Widow. Aug 20. Barker, Carmarthen.

Gooderidge, Geo, Cardiff, Glamorgan, Builder. Sept 1. Heard, Cardiff.

Mell, Wm Owens, Fen-ct, Fenchurch-st, Merchant. Aug 23. Webster, New Boswell-ct.

Mog, Conrad, Bury-st, St James, Courier. Sept 16. Fielder & Sumner, Godliman-st, Doctor's-commons.

Newman, Jas Addison, Guildhall, Gent. Sept 1. Whittington & Son, Dean-st, Finsbury-sq.

Okes, Wm, Birm, Bootmaker. Aug 7. Cottrell, Birm.

Pratley, John, Leafield, Oxford, Farmer. Sept 17. Rawlinson, Chipping Norton.

Rowley, Thos, Cannon-st, Wholesale Tea Dealer. Aug 18. Jones & Arkoll, Tooley-st, Southwark.

Smith, Geo Jas, Belper, Derby, Gent. Aug 15. Stone, Belper.

Walker, Thos Hy, St John's-villa, Haverstock-hill. Aug 20. Farrer & Co, Lincoln's-inn-fields.

Williams, Thos, Chester, Guager H.M.'s Customs. Aug 13. Walker & Co, Chester.

TUESDAY, July 24, 1866.

Baldwin, Wm Isaac, Gt Newport-st, Soho, Artist. Sept 4. Finch, jun, Battersea.

Cochran, Loran de Wolf, Pall-mall, Merchant. Sept 5. Sealy, Lincoln's-inn-fields.

Daley, Jas, Bristol, Street Pitcher. Sept 29. Wallis, Bristol.

Davies, Jane, Sundorne Castle, nr Shrewsbury, Spinster. Sept 4. Morris, Shrewsbury.

Gibson, Rev Edwd, Ashby Magna, Leicester, Vicar. Sept 1. Woodcocks & Co, Coventry.

Goy, Ann, Aldershot, Southampton, Widow. Aug 27. Hollest & Mason, Farnham.

Hall, Geo Blair, Fleetlands, Fareham, Hants, Esq. Sept 10. Hughes & Co, Bucklersbury.

Jones, Joseph Fisher, Everton, Lpool, Gent. Oct 1. Evans & Co, Lpool.

Mottram, Eliz, Burnage, Manch, Spinster. Sept 29. Jepson, Manch.

Pearce, Frns Finley, Cheapside Silversmith. Sept 21. Angell, King-st, Guildhall.

Priest, Wm, Walesby, Nottingham, Yeoman. Sept 1. Shacklock, Carlton-on-Trent.

Warner, Hy, Coventry, Gent. Sept 1. Woodcocks & Co, Coventry.

Wigglesworth, Josiah, Pontefract, York, Woolstapler. Sept 1. Arundel, Pontefract.

Wilson, Geo Venables, Whitehouse, Killybegs, Donegal, Esq. Aug 31. Scott & Co, Jermyn-st.

Williams, David, Abercothy, Llanegwad, Carmarthen, Esq. Sept 18. Thomas, Carmarthen.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, July 20, 1866.

Adamson, John, Church-st, Islington, Corn Chandler. June 27 Asst. Reg July 18.

Anstey, Chas, Lytchett Minster, Dorset, Miller. July 5. Comp. Reg July 16.

Bamberger, Zachariah, St Mary-at-Hill, Shipping Agent. July 14. Comp. Reg July 18.

Baker, Richd, Northwich, Chester, Innkeeper. June 23. Asst. Reg July 19.

Balster, Banger, Leadenhall-st, Shipping Upholsterer. June 21. Comp. Reg July 19.

Blake, Geo Wm, Manch, Soap Maker. June 23. Asst. Reg July 20.

Bright, Thos Jerome, Shoeburyness, Essex, Grocer. June 19. Asst. Reg July 17.

Broadbent, Thos, Meltham, York, Woollen Cloth Manufacturer. July 10. Asst. Reg July 19.

Brown, Geo, Selby, York, Chemist. June 21. Comp. Reg July 17.

Chivers, Richd Hy, Bath, Bookseller. July 13. Comp. Reg July 20.

Clarke, Richd, Hoyland Nether, York, Butcher. July 12. Comp. Reg July 17.

Cooling, Hy, Wolverhampton, Stafford, Fishmonger. July 9. Asst. Reg July 18.

Cove, John, Sampson Cove, & Robt Cove, jun, Plymouth, Printers. June 20. Asst. Reg July 18.

Crossley, Jas, Edgware-rd, Clothier. July 19. Comp. Reg July 20.

Dodd, Alfred, Cornhill, Jeweller. July 11. Comp. Reg July 20.

Egan, Timothy, Redman's-row, Stepney, Carman. July 16. Comp. Reg July 20.

Elwell, Michael, Roseville, Sedgley, Stafford, Hollow-ware Tinner. July 17. Asst. Reg July 20.

Fidler, Richd Butler, Wanstead, Essex, Builder. July 12. Asst. Reg July 20.

Gardner, Hy, Newport, Monmouth, Boot Manufacturer. June 26. Asst. Reg July 18.

Gibbens, Wm Joseph, London-pl, London-fields, Trimming Manufacturer. June 29. Comp. Reg July 20.

Gibbon, Thos, Warrington, Lancaster, Hatter. June 23. Asst. Reg July 19.

Greenhill, Alfred, Bridport-pl, Hoxton, Hosier. June 30. Asst. Reg July 19.

Haines, Hy, Smethwick, Stafford, out of business. June 23. Asst. Reg July 20.

Hetherington, Wm Jas, & Joseph Heard, Lpool, Fruit Merchants. June 19. Asst. Reg July 17.

Hill, Chas Jas, Handsworth, Stafford, Grocer. June 20. Asst. Reg July 16.

Hinchliff, Geo Hy, Kirkburton, York, Woollen Cloth Manufacturer. June 27. Comp. Reg July 20.

John, Wm, jun, Roath, Glamorgan, Builder. June 26. Asst. Reg July 18.

Jones, Wm, jun, Almonsbury, Gloucester, Furniture Manufacturer. June 26. Asst. Reg July 20.

Laister, Jeremiah, Rowley Regis, Stafford, Licensed Victualler. June 26. Comp. Reg July 20.

Lythgoe, John, Bamston Hall, Chester, Shipowner. July 7. Comp. Reg July 19.

Mead, Geo Richd, Plymouth, Coal Merchant. July 4. Comp. Reg July 18.

Naoroji, Dadabhai, Great St Helen's, & John Isaac Valckenier, Lpool. June 29. Inspectorship. Reg July 19.

Oxley, Jas, Congleton, Chester, Trimming Manufacturer. June 30. Comp. Reg July 19.

Pavitt, Peter Lord, Charles-st, Portland-town, Chemist. June 25. Comp. Reg July 19.

Pharoah, Thos, Southsea, Hants, Contractor. June 20. Asst. Reg July 18.

Pilling, John Dixon, Oldham, Lancaster, Commission Agent June 29. Comp. Reg July 19.

Reeves, Geo, Earleston, Lancaster, Provision Dealer. June 20. Comp. Reg July 18.

Robinson, Thos Cullen, Plumstead-common-rd, Clerk. July 17. Comp. Reg July 20.

Sargeant, Emma, Gosport, Hants, Photographic Artist. June 23. Asst. Reg July 19.

Serjeant, Mary Ann, Appledore, Northam, Devon, Spinster. July 10. Comp. Reg July 18.

Sewell, Leonard, Grove-rd, Clapham-pk, Wine Merchant. June 22. Comp. Reg July 20.

Sim, Wm, Danes'-inn, Strand, Architect. June 23. Comp. Reg July 19.

Sinclair, Joseph, Eden-town, Stanwix, Cumberland, Joiner. June 22. Asst. Reg July 18.

South, Geo, Upper Dorset-pl, Clapham-rd, no business. July 11. Comp. Reg July 20.

Stapleton, Hy Rouse, Ramsgate, Kent, Draper. June 21. Comp. Reg July 17.

Taylor, John, Plymouth, Devon, Grocer. June 21. Asst. Reg July 19.

Tyson, Mary, Lpool, out of business. July 6. Comp. Reg July 19.

Webb, Wm, North-st, Bethnal-green, Grocer. June 21. Comp. Reg July 16.

Webster, John Embleton, Lpool, Coal Merchant. June 22. Comp. Reg July 19.

Wharton, Geo, Manch, Furniture Broker. July 18. Comp. Reg July 19.

White, Alfred, Blackburn, Lancaster, Grocer. July 2. Asst. Reg July 19.
Wing, Thos, Sheffield, Steel Manufacturer. June 21. Comp. Reg July 19.
Wilson, Chas Albert, Leeds, Music Seller. June 27. Comp. Reg July 20.
Williams, John Edwd, Blaneavon, Monmouth, Grocer. June 21. Asst. Reg July 18.
Wynne, Geo Fredk, Chester, Boot Manufacturer. June 22. Comp. Reg July 18.

TUESDAY, July 24, 1866.

Atkinson, Jas, & Wm Atkinson, Leeds, Omnibus Proprietors. June 26. Asst. Reg July 24.
Aydall, John, jun, Leadenhall-st, Merchant. July 4. Asst. Reg July 23.
Barratt, Hy, New Basford, Nottingham, Draper. July 3. Asst. Reg July 24.
Bates, Stephen, Bolton, Lancaster, Bread Baker. July 19. Asst. Reg July 24.
Batchelor, Joseph, Burlington-rd, Bayswater, Cab Proprietor. June 30. Comp. Reg July 20.
Benton, John Wheeldon, Westham, Essex. March 28. Comp. Reg July 19.
Blakeley, Saml, Batley, York, Woollen Manufacturer. June 26. Asst. Reg July 21.
Bowes, David, & Joseph Stringer, Salford, Lancaster, Ironfounders. June 26. Asst. Reg July 23.
Brewer, Hy, High-st, Wapping, Ship Chandler. July 12. Comp. Reg July 24.
Burkhill, Wm, Manch, Tailor. July 19. Comp. Reg July 23.
Cazes, Isaac, Manch, Merchant. June 27. Comp. Reg July 20.
Chantrell, Geo Fredk, & Geo Owen, Lpool, Marble Masons. June 18. Comp. Reg July 23.
David, Richd, Dinas Colliery, Glamorgan, General-shop Keeper. June 30. Comp. Reg July 23.
Deane, David, Ryde, Isle of Wight, Attorney's Clerk. July 20. Comp. Reg July 24.
Dixon, Fredk, Gosset-st, Bethnal-green, Upholsterer. July 19. Comp. Reg July 20.
Drury, Wm, Sheffield, Attorney's Clerk. July 19. Comp. Reg July 24.
Fletcher, John, Portway-house, nr Oldbury, Worcester, Charter Master. June 28. Comp. Reg July 24.
Finney, Benj, Huddersfield, York, Ale and Porter Merchant. June 26. Asst. Reg July 24.
Furner, Jas, Barge-yd-chambers, Bucklersbury, Merchant, July 6. Comp. Reg July 24.
Furbank, Wm, Sheffield, Grocer. June 26. Asst. Reg July 23.
Gibbs, Robt, Watford, Hertford, Cooper. July 13. Asst. Reg July 21.
Graham, Wm, South Shields, Durham, Grocer. June 30. Comp. Reg July 20.
Greenwood, Thos, St James's-walk, Clerkenwell, Watch Manufacturer. July 21. Comp. Reg July 23.
Haydon, Fredk Wordsworth, St James's-pl, Esq. June 23. Comp. Reg July 21.
Haynes, Joseph, Moor-green, Nottingham, Innkeeper. June 23. Asst. Reg July 21.
Heelis, Wm, Salford, Lancaster, Grocer. July 19. Asst. Reg July 24.
Hinder, Jacob, Crudwell, Wilts, Blacksmith. July 20. Asst. Reg July 23.
Hucker, Thos Hooper, Broad Hinten-rd, Clapham Old Town, Comm Traveller. July 16. Comp. Reg July 23.
James, Isaac Wm, Hereford, Miller. June 25. Asst. Reg July 23.
Javens, Chas, East Retford, Nottingham, Mariner. July 14. Asst. Reg July 23.
Knight, John, & John Baker Edwards, Widnes, Lancaster, Chemists. July 16. Comp. Reg July 21.
Leason, John, Manch, Traveller for an Oil Merchant. July 10. Comp. Reg July 24.
Lee, Richd, Gt Queen's-st, Westminster, Surgeon. June 20. Comp. Reg July 23.
Macdonald, Duncan Geo Forbes, Royal Exchange, Civil Engineer. July 20. Comp. Reg July 23.
McEvoy, Jas, Manch, Public Accountant. July 13. Comp. Reg July 21.
Pearson, Zachariah Chas, Lombard-st, Comm Agent. June 25. Asst. Reg July 23.
Peto, Sir Saml Morton, Bart, Edwd Ladd Betts, & Thos Russell Crampton, Gt George-st, Contractors. June 30. Inspectorship. Reg July 20.
Pinckatone, Geo, Kingston-upon-Hull, Tailor. July 18. Comp. Reg July 24.
Price, Sir Chas Rugge, Bart, & Joseph Marryatt, King William-st, Bankers. June 25. Asst. Reg July 20.
Rizzi, Augustus, Leeds, Carver. July 3. Asst. Reg July 24.
Robinson, John, & Wm Newbold Coryton, Manch. July 13. Inspectorship. Reg July 21.
Rose, Edwd, Dalston-lane, Dalston, Milliner. July 14. Comp. Reg July 20.
Rust, Joseph John, Goswell-rd, Tailor. July 18. Comp. Reg July 23.
Sharpe, John Carr, & Hy Cross Davy, Birchin-lane, Merchants. July 20. Comp. Reg July 24.
Simms, Saml Wm, Bath, Bookseller. June 25. Comp. Reg July 21.
Songey, Wm Ferriday, Lpool, Shipbroker, July 19. Asst. Reg July 23.
Southan, John, jun, & Wm Hy Outlaw, Worcester, Drapers. June 25. Asst. Reg July 23.
Spoor, Joseph Wm, & Joseph Pattison, Sunderland, Durham, Builders. June 27. Asst. Reg July 20.
Taunton, Geo Edwin, Lpool, Stockbroker. July 18. Inspectorship. Reg July 24.
Teague, Chas Robt, Devonshire-rd, Wandsworth-rd, Surveyor. July 23. Comp. Reg July 24
Tomkinson, Richd, & Richd Tomkinson, jun, Lpool, Salt Merchants. July 14. Asst. Reg July 23.
Tucker, Richd Anstey, Lenton, Nottingham, Starch Manufacturer. June 23. Asst. Reg July 19.
Waring, Wm, & Jas Frost, Doncaster, York, Wholesale Grocers. July 2. Comp. Reg July 21.
Waterfall, Jas, Newcastle-upon-Tyne, Grocer. June 25. Asst. Reg July 23.
Wood, Saml, jun, Macclesfield, Chester, Ironmonger. July 19. Comp. Reg July 23.

Bankrupts.

FRIDAY, July 20, 1866.

To Surrender in London.

Avery, Geo, Belmont-row, Wandsworth-rd, Egg Merchant. Pet July 16. July 30 at 2. Noon, New Broad-st.
Aylett, Chas Fredk, Colchester, Essex, Wine Merchant. Pet July 16. Aug 6 at 2. Jones, Colchester.
Baragwanath, John Phillips, Prisoner for Debt, London. Adj July 14. Aug 3 at 12. Aldridge, Moorgate-st.
Cawston, Abraham, Northfleet, Kent, Gent. Pet July 13. July 30 at 12. Harrison & Lewis, Old Jewry.
Canham, Jas, West-mall, Notting-hill, Servant to a Cowkeeper. Pet July 16. July 30 at 2. Hicks, Moorgate-st.
Dashwood, Thos, Bexley-heath, Kent, Gent. Pet July 17. Aug 3 at 1. Burges, South-sq, Gray's-inn.
Davis, Isaac, Prisoner for Debt, London. Pet July 12. July 30 at 1. Nichols & Clark, Cook's-ct, Lincoln's-inn.
Davis, Richd Owen, & John Denton, Gravesend, Tug Owners. Pet July 18. Aug 6 at 11. Harrison & Lewis, Old Jewry.
Forster, John, High-st, Shadwell, Builder. Pet July 13. July 30 at 11. Hope, Ely-pl.
Green, Robt, Waltham Abbey, Essex, Butcher. Pet July 12. July 30 at 12. Thompson & Co, Salter's-hall.
Hall, Archibald, Coleshill-st, Pimlico, Baker. Pet July 13. July 31 at 2. Walters & Co, Basinghall-st.
Harper, Thos, Prisoner for Debt, London. Pet July 17 (for pau). Aug 3 at 3. Goatley, Bow-st, Covent-garden.
Hewett, Graham, Prisoner for Debt, Maidstone. Pet July 18. Aug 3 at 3. Morgan, Maidstone.
Hope, David Graham, Northfleet, Kent, Engineer. Pet July 14. July 31 at 2. Harrison & Lewis, Old Jewry.
Howard, Wm, Prisoner for Debt, London. Pet July 16 (for pau). Aug 3 at 11. Dobie, Guildhall-chambers, Basinghall-st.
King, Geo, Prisoner for Debt, London. Pet July 16 (for pau). Aug 3 at 11. Dobie, Guildhall-chambers, Basinghall-st.
Levy, Maurice, Prisoner for Debt, London. Pet July 12 (for pau). July 30 at 12. Munday, Basinghall-st.
Martinez, Federico, Mark-lane, Sherry Shipper. Pet July 14. July 31 at 2. Anderson & Son, Ironmonger-lane.
McNeill, Wm, Trafalgar-villas, Old Kent-rd, out of employ. Pet July 16. July 31 at 11. Wedlooke, Raymond-buildings, Gray's-inn.
Morand, Hy, Bartholomew-close, Artificial Flower Manufacturer. Pet July 17. Aug 3 at 3. Poole, Bartholomew-close.
Mottram, Chas Moore, Prisoner for Debt, London. Pet July 17. Aug 3 at 12. Buchanan, Basinghall-st.
Oldham, Wm, Prisoner for Debt, London. Pet July 16 (for pau). July 30 at 2. Goatley, Bow-st, Covent-garden.
Paris, Julius, Camberwell New-rd, Agent. Pet July 12. July 31 at 1. Elmslie & Co, Leadenhall-st.
Payne, Augustus, Cornwall-rd, Lambeth, Greengrocer. Pet July 16. July 30 at 2. Hall, Coleman-st.
Perrin, Saml Hy, Gt George-st, Bermondsey, Attorney-at-Law. Pet July 16. Aug 3 at 11. Harrison & Lewis, Old Jewry.
Privett, Alfret, Marshall-st, Golden-sq, General Dealer. Pet July 17. Aug 3 at 3. Rodwell, Connaught-ter, Edgware-rd.
Proudfoot, Geo, Linton-st, Union-sq, Islington, Linen Salesman. Pet July 17. Aug 3 at 1. Duncan, Basinghall-st.
Warner, Robt Benj, Letbury-rd, Westbourne-grove, Coachman. Pet July 12. July 31 at 12. Olive, Portsmouth-st, Lincoln's-inn-fields.

To Surrender in the Country.

Alderman, Chas, Prisoner for Debt, Aylesbury. Pet July 11 (for pau). Buckingham, Aug 1 at 11. Shepherd, Luton.
Ash, Reuben, Prisoner for Debt, Aylesbury. Pet July 11 (for pau). Buckingham, Aug 1 at 11. Shepherd, Luton.
Bailey, Fras, & Jas Bailey, Penrith, Cumberland, Slaters. Pet July 13. Newcastle-upon-Tyne, July 31 at 12.30. Scott, Penrith.
Barker, Fras, Shiffnal, Salop, Tailor. Pet July 16. Madeley, Aug 1 at 12. Walker, Wellington.
Beeson, Joseph, King's Norton, Worcester, Comm Agent. Pet July 16. Birm, Aug 3 at 10. Allenby, Birm.
Blower, John, Birm, Carpenter. Pet June 22 (for pau). Warwick, Aug 3 at 10.
Broadbent, Thos, Cheltenham, Gloucester, Tobacconist. Pet July 16. Bristol, Aug 1 at 11. Marshall, Cheltenham.
Brough, John, Ilkeston, Derby, out of business. Pet July 9. Alfreton, July 23 at 12. Sugg, Ilkeston.
Capewell, Edwd, Birm, out of business. Pet July 12. Birm, Aug 3 at 10. East, Birm.
Coles, Robt, Plympton St Mary, Devon, Builder. Pet July 17. East Stonehouse, Aug 8 at 11. Fowler, Plymouth.
Cowles, Robt, Prisoner for Debt, Ipswich. Adj July 14. Ipswich, Aug 1 at 11. Jennings, Ipswich.
Critchley, John, Sutton, nr St Helen's, Lancaster, out of business. Pet July 17. St Helen's, Aug 1 at 11. Swift, St Helen's.
Cumberland, Geo, Derby, Furniture Broker. Pet July 16. Birm, July 31 at 11. Briggs, Derby.
Davies, David, Lantrisaant, Glamorgan, Grocer. Pet July 16. Pontypridd, July 31 at 11. Davis, Cardiff.
Davies, Chas Jacob, Kenarth, Carmarthen, Architect. Pet July 16. Bristol, July 31 at 11. Henderson, Bristol.
Durber, Thos, Stoke-upon-Trent, Stafford, Smallware Dealer. Pet July 13. Stoke-upon-Trent, Aug 4 at 11. E. & A. Tennant, Hanley.
Edwards, Margaret, & Robt Edwards, Lpool, Butchers. Pet July 17. Lpool, Aug 1 at 11. Henry, Lpool.
Ellis, Saml, Wellington, Salop, Clockmaker. Pet July 13. Wellington, Aug 3 at 10. James, Wellington.
English, Chas, Lpool, Bootmaker. Pet July 17. Lpool, Aug 1 at 3. Nordan, Lpool.
Geach, John Hoyle, Cornwall, Innkeeper. Pet July 18. Truro, July 30 at 2. Paull, Truro.
Goodrick, Chas, Croft, Durham, Innkeeper. Pet July 16. Darlington, Aug 1 at 10. Robinson, Richmond.

Goulding, John, Exeter, Butcher. Pet July 17. Exeter, July 31 at 11. Flood, Exeter.
Grant, Donald, Shrewsbury, Salop, Travelling Draper. Pet July 18. Birm, Aug 3 at 12. Reece & Harris, Birm.
Grinyer, Wm Edwd, Brighton, Sussex, Confectioner. Pet July 13. Brighton, July 30 at 11. Mills, Brighton.
Harvey, John Cotterill, Blurton, Stoke-upon-Trent, Iron Merchant. Pet July 16. Birm, Aug 8 at 12. James & Griffin, Birm.
Harvey, Wm Kenwright, Longton, Stafford, Banker. Pet July 6. Birm, Aug 15 at 12. Clarke & Hawley, Longton.
Haworth, Abraham, Helmshore, Lancaster, Cotton Spinner. Pet July 2. Manch, July 30 at 12. Bannister, Accrington.
Haworth, John, Haslingden, Lancaster, out of business. Pet July 16. Manch, July 30 at 12. Bannister, Accrington.
Henson, John, Loughborough, Leicester, Manager of a Beerhouse. Pet July 16. Loughborough, July 31 at 10. Goode, Loughborough.
Hoe, Wm, Newark-upon-Trent, Nottingham, Coachmaker. Pet July 11. Newark, July 23 at 10. Ashley, Newark.
Hornsby, Wm, Middlesbrough, York, Servant. Pet July 19. Leeds, July 30 at 11. Dobson, Middlesbrough.
Hughes, Wm, Llangernein, Denbigh, Miller. Pet July 18. Lpool, Aug 1 at 12. Evans & Co, Lpool.
Jeavons, Joshua, Walsall, Stafford, Miner. Pet July 13. Dudley, Aug 2 at 12. Lowe, Dudley.
Jones, Chas, sen, Birm, Engine Driver. Pet June 7. Birm, Aug 3 at 10. East, Birm.
Keene, Alfred, Painswick, Gloucester, Carpenter. Pet July 17. Stroud, Aug 3 at 10. Clutterbuck, Stroud.
King, Mary Johanna, Brighton, Widow. Pet July 10. Lewes, July 30 at 11. Lamb, Brighton.
Leavis, John, Prisoner for Debt, Nottingham. Adj July 17. Bingham, Aug 10 at 12.
Markham, Geo, Hatfield, York, Bootmaker. Pet July 13. Thorne, Aug 1 at 1. Stephenson, Thorne.
Matthews, John, St Asaph, Flint, Tavern Keeper. Pet July 18. St Asaph, Aug 1 at 11. Roberts, St Asaph.
Matthews, Thos, Birm, Journeyman Carpenter. Pet June 20. Birm, Aug 3 at 10. East, Birm.
Mattox, Thos, Wednesfield, Stafford, Key Smith. Pet July 17. Wolverhampton, Aug 4 at 12. Bartlett, Wolverhampton.
McCullogh, David, Lpool, Comm Merchant. Pet July 19. Lpool, Aug 1 at 11. Hindle, Lpool.
Morgan, Alfred, Cardiff, Glamorgan, Bootmaker. Pet July 11. Bristol, Aug 1 at 11. Price, Bristol.
Nicholls, John, Stone, Stafford, Butcher. Pet July 18. Stone, July 26 at 10. Robinson, Eccleshall.
Pape, Wm, Castleford, York, Tailor. Pet July 16. Pontefract, Aug 1 at 12. Jefferson, Pontefract.
Peck, Geo, Birm, Bone Button Manufacturer. Pet July 18. Birm, Aug 6 at 12. Jagger, Birm.
Rhodes, Robt Radnall, Wolverhampton, Stafford, Iron Plate Worker. Pet July 18. Birm, Aug 3 at 12. Duke, Birm.
Roberts, Hy, Llechgwenfarwydd, Anglesey, Platelayer. Pet July 14. Llangefni, Aug 2 at 11. Jones, Menai-bridge.
Storey, Maria, Stockton, Durham, Beerhouse Keeper. Pet July 16. Stockton-on-Tees, July 30 at 11. Clemmet, jun, Stockton.
Sturgess, John, Hanley, Stafford, Grocer. Pet July 17. Stoke-upon-Trent, Aug 4 at 11. Tennant, Hanley.
Thomas, Job, Porthcawl, Glamorgan, Grocer. Pet July 16. Bristol, Aug 1 at 11. Ensor, Cardiff.
Thomas, Thos Morton, Prisoner for Debt, Cardiff. Adj July 10 Swansea, Aug 2 at 3.
Thornber, Jas, Burnley, Lancaster, Cotton Manufacturer. Pet July 18. Manch, Aug 8 at 12. Hartley, Burnley.
Thorne, John Brooke, Birm, Merchant. Pet July 16. Birm, Aug 8 at 12. Allen, Birm.
Tindall, Thos, Kingston-upon-Hull, Wheelright. Adj July 11. Kingston-upon-Hull, July 31 at 11. Walker, Hull.
Usher, Edwd Harvey, Durham, Coachbuilder. Pet July 17. Newcastle-upon-Tyne, Aug 1 at 12. Harle & Co, Newcastle-upon-Tyne.
Ward, Silas, Southampton, Farmer. Pet July 16. Southampton, July 28 at 12. Mackey, Southampton.
Ward, Thos, & John Davison Savage, Birm, Comm Agents. Pet July 7. Birm, July 30 at 12. James & Griffin, Birm.
Yeomans, David, jun, Cove, Southampton, Potter. Pet July 16. Farnham, July 28 at 12. White, Guildford.

TUESDAY, July 24, 1866.

To Surrender in London.

Abitbol, Moses, Prisoner for Debt, London. Adj July 16. Aug 9 at 11.
Arundell, Richd, Belgrave-rd, St John's-wood, Builder. Pet July 16. Aug 3 at 11. Underwood & Co, Holles-st, Cavendish-sq.
Bailey, Robt Hy, Baker-st, New Kent-rd, out of business. Pet July 19. Aug 6 at 12. Beard, Basinghall-st.
Barnes, Geo, Winchester, Southampton, Comm Agent. Pet July 20. Aug 7 at 1. Royle, Gt Marlborough-st.
Carter, Jas, Regent-st, Lambeth, Omnibus Proprietor. Pet July 18. Aug 6 at 11. Ody, Trinity-st, Southwark.
Chandler, Wm Aubrey, Queen-st, Cheapside, Comm Merchant. Pet July 17. Aug 3 at 2. Walker, Lawrence Pountney-lane.
Cole, Wm Darcy, Upper Queen-st, Essex-rd, Islington, Watchmaker. Pet July 19. Aug 6 at 1. Dobie, Guildhall-chambers, Basinghall-st.
Cox, Robt Wingfield, Falcon-rd, Battersea, Clerk. Pet July 17. Aug 3 at 12. Ditchman, Margaret-st, Cavendish-sq.
Dance, Jas, Dartford, Kent, Hay Dealer. Pet July 19. Aug 6 at 12. Buchanan, Basinghall-st.
Davidson, Rev Edwd, Hallifford-st, Islington. Pet July 19. Aug 9 at 1. Chidley, Old Jewry.
Lawson, Richd Trivett, Prisoner for Debt, London. Adj July 14. Aug 7 at 11.
De Pont, Alex Vullyamoz, Prisoner for Debt, London. Adj July 14. Aug 7 at 12.
Fenner, Jas, Grundy-st, Poplar, Corn Dealer. Pet July 21. Aug 9 at 2. Marshall, Lincoln's-inn-fields.
Foster, Wm, Hawley-mews, Camden-town, Carman. Pet July 19. Aug 6 at 12. Begbie, Essex-st, Strand.
Goodway, Wm, Camera-st, Chelsea, Furnishing Undertaker. Pet July 17. Aug 3 at 1. Fowke, James-st, Adelphi.
Gray, Chas John, Prisoner for Debt, London. Adj July 14. Aug 9 at 11.
Hamber, Wm, Prisoner for Debt, London. Adj July 14. Aug 9 at 11.
Heath, Mary, Gloucester-pl, Paddington, Widow. Pet July 19. Aug 6 at 1. Weddlooke, Raymond-buildings.
Herbert, Wm, sen, Oxford, Artificial Manure Manufacturer. Pet July 18. Aug 6 at 11. Marshall, Lincoln's-inn-fields.
Hardiman, Thos, Prisoner for Debt, Lewes. Adj July 16. Aug 9 at 1.
Hockley, Edwin Richd, Bridge-pl, Greenwich, Builder. Pet July 20. Aug 7 at 2. Wheatley, Symond's-inn, Chancery-lane.
Hughes, Geo, Twyford-st, Caledonian-rd, out of business. Pet July 19. Aug 6 at 2. Roberts, Clement's-inn, Strand.
Hull, Wm, Kennington-pk-rd, Grocer. Pet July 17. Aug 3 at 1. Harrison & Lewis, Old Jewry.
Kingsman, Geo, Union-rd, South Hackney, out of employment. Pet July 19. Aug 6 at 1. Dobie, Guildhall-chambers, Basinghall-st.
Kirk, Wheatley, & Stanislaus Joseph Paris, Gracechurch-st, Contractors. Pet July 19. Aug 7 at 2. Sedgwick, Leadenhall-st.
Lemaire, Hy Alexi, Prisoner for Debt, London. Adj July 14. Aug 9 at 11.
Leppard, Hy, Prisoner for Debt, London. Adj July 16. Aug 9 at 11.
Lynch, Danl Peter Joseph Aloysius, Hawley-villas, Kentish-town, Pianoforte String Manufacturer. Pet July 16. Aug 3 at 12. Allen, Chancery-lane.
Metsch, Albretch Johannes, Prisoner for Debt, London. Adj July 14. Aug 7 at 12.
Müller, Gustave, Prisoner for Debt, London. Pet July 20 (for pau). Aug 9 at 2. Notley, Laurence Pountney-lane.
Moate, Chas Robt, Prisoner for Debt, London. Adj July 14. Aug 9 at 11.
Musgrave, Justin Vernon, Prisoner for Debt, London. Adj July 14. Aug 9 at 12.
Neat, Joseph, Prisoner for Debt, London. Adj July 16. Aug 9 at 12.
Northeast, Geo, Richmond-st, Walworth, Ironmonger. Pet July 21. Aug 9 at 1. Silvester, Gt Dover-st, Newington.
Odell, Alfred, Whitworth-cottage, Enfield, out of business. Pet July 19. Aug 6 at 1. Brown, Basinghall-st.
Pain, Geo Fredk, Wardour-st, Soho, Dealer in Pianofortes. Pet July 20. Aug 7 at 1. Ricketts, Frederick-st, Gray's-inn-rd.
Penny, Wm, Prisoner for Debt, London. Adj July 14. Aug 7 at 11.
Perkins, John, Prisoner for Debt, London. Pet July 18 (for pau). Aug 6 at 12. Kent, Cannon-st.
Petts, Jas, Prisoner for Debt, Southampton. Adj July 14. Aug 9 at 1.
Preece, Hy, Sidney-cottages, Hornsey-rd, Coach Maker. Pet July 17. Aug 3 at 2. Mant, Gt James-st, Bedford-row.
Rands, Geo Lester, Ipswich, Suffolk, Sack Manufacturer. Pet July 18. Aug 6 at 3. Lloyd & Co.
Rawlings, Geo, Prisoner for Debt, London. Adj July 14. Aug 7 at 11.
Roach, Morris, Chilton-st, Lower-rd, Rotherhithe, Stone Merchant. Pet July 19. Aug 6 at 2. Munday, Basinghall-st.
Rouse, Jas, Sunninghill, Berks, Contractor. Pet July 19. Aug 6 at 2. Halse, Trustram, & Birt, Cheapside.
Russo, Enrico Salvadore, Regent-st, Bootmaker. Pet July 17. Aug 3 at 3. Hall, Coleman-st.
Saunders, Hargrove, Prisoner for Debt, London. Adj July 14. Aug 9 at 12.
Shewbridge, Amos, Prisoner for Debt, London. Adj July 14. Aug 9 at 11.
Simmonds, Thos, Lanark-mews, Maida-hill, Cab Proprietor. Pet July 17. Aug 3 at 2. Rigby, Sise-lane.
Simpson, Jas Adolphus, Prisoner for Debt, London. Adj July 14. Aug 7 at 12.
Skinner, Walter, Prisoner for Debt, London. Adj July 14. Aug 7 at 11.
Startup, Hy, Prisoner for Debt, London. Adj July 14. Aug 9 at 12.
Tarlton, Robt, Gt Titchfield-st, St Marylebone, Fishmonger. Pet July 19. Aug 6 at 3. Olive, Portsmouth-st, Lincoln's-inn-fields.
Tooth, Wm Hy, Prisoner for Debt, London. Adj July 14. Aug 9 at 12.
Tyler, Hy, Prisoner for Debt, Ipswich. Adj July 14. Aug 9 at 1.
Wallis, Geo Thos, Park-rd, Haverstock-hill, Clerk. Pet July 21. Aug 7 at 3. Howell, Cheapside.
Wear, Richd Edwards, & Wm Knowles Wilde, Wood-st, City, Straw Hat Warehousemen. Pet July 16. Aug 6 at 11. Wood & Ring, Basinghall-st.
Wilson, John Wise, Prisoner for Debt, London. Adj July 14. Aug 7 at 12.
York, Wm, Prisoner for Debt, London. Adj July 16. Aug 9 at 12.

To Surrender in the Country.

Barber, Joseph, Manch, Coal Dealer. Pet July 18. Manch, Aug 7 at 9.30. Law, Manch.
Barnett, Thos, Birm, Carver and Gilder. Pet July 20. Birm, Aug 3 at 10. Southall & Nelson, Birm.
Bates, Wm, Birkenhead, Chester, out of business. Pet July 17. Birkenhead, Aug 6 at 2. Anderson, Birkenhead.
Bennett, John, Prisoner for Debt, Chester. Adj July 11. Birkenhead, Aug 6 at 2.
Blackwell, Wm Bennett, Prisoner for Debt, Chester. Adj April 18. Birkenhead, Aug 6 at 2.
Borrowdale, Thos, jun, Prisoner for Debt, Durham. Pet July 18. Barnard Castle, Aug 4 at 12. Nixon, Barnard Castle.
Brooker, Wm, Colchester, Essex, Licensed Victualler. Pet July 18. Colchester, Aug 4 at 11.30. Jones, Colchester.
Button, Saml, Watton, Norfolk, Sawyer. Pet July 19. Attleborough, Aug 4 at 10. Emerson, Norwich.
Chappell, Wm Jas, Doncaster, York, Butcher. Pet July 20. Doncaster, Aug 6 at 12. Shirley & Atkinson, Doncaster.
Cheney, Wm, Guildford, Surrey, Tailor. Pet July 19. Guildford, Aug 18 at 1. White, Dane's-inn, Strand.
Corps, Jas Matthew, Reading, Berkshire, Organ Builder. Pet July 21. Norwich, Aug 8 at 11. Sadd, Norwich.
Crackles, Richd Dinsdale, Manch, Broker. Pet July 19. Salford, Aug 4 at 9.15. Colley, Manch.
Croxall, Jas, Baildon, Otley, York, no business. Pet July 20. Bradford, Aug 3 at 9.45. Terry & Watson, Bradford.

Dobbs, Thos, Newent, Gloucester, Coal Dealer. Pet July 20. Bristol, Aug 3 at 11. Cooke & Cooke, Newent, and Abbot & Leonard, Bristol.
Exley, Chas, Wakefield, York, Corn Factor. Pet July 19. Leeds, Aug 9 at 11. Wainwright & Mander, Wakefield, and Bond & Barwick, Leeds.
Gautier, Pierre Louis, Wakefield, York, Traveller. Pet July 21. Wakefield, Aug 11 at 11. Barratt, Wakefield.
Grey, Harriet, Hereford, out of business. Pet June 28. Birm, Sept 5 at 12. Hodgson & Son, Birm.
Hampson, Thos, Joseph Hibbert, & Joseph Smith, Werneth, Stockport, Chester, Hat Manufacturers. Pet July 20. Manch, Aug 6 at 11. Boote & Rylance, Manch.
Harshaw, Jas, & Wm Fletcher, Leeds, Woollen Merchants. Pet July 19. Leeds, Aug 9 at 11. Simpson, Leeds.
Heady, Geo, Dunstable, Bedford, Farmer. Pet July 16. Luton, July 31 at 12. Shepherd, Luton.
Higgins, John, Openshaw, nr Manch, Locomotive Labourer. Pet July 18. Manch, Aug 7 at 9.30. Sutton & Elliott, Manch.
Hiles, Geo, Hereford, Rent Collector. Pet July 20. Birm, Sept 5 at 12. Garrold & Meadows, Hereford.
How, Jane, Braunton, Devon, Spinster. Pet July 19. Exeter, Aug 7 at 11. Law, Barnstaple.
Johnson, Ralph, Sheen, Stafford, out of business. Pet July 18. Leek, Aug 2 at 11. E. & A. Tennant, Hanley.
Jones, Wm, Chapel-hill, nr Chepstow, Monmouth, Bootmaker. Pet July 20. Bristol, Aug 3 at 11. Salmon, Bristol.
Jones, Abel, Lpool, Medical Dispenser. Pet July 18. Lpool, Aug 7 at 3. Grocott, Lpool.
Keay, Joseph, Pelsall, Stafford, Mill Furnaceman. Pet July 19. Walsall, Aug 6 at 12. Jackson, Westbromwich.
Lawton, Joseph, Willenhall, Stafford, Locksmith. Pet July 14. Wolverhampton, Aug 4 at 12. Cresswell, Wolverhampton.
Lute, Thos, Bristol, Haulier. Pet July 19. Bristol, Aug 3 at 12. Clifton.
Maunder, Aaron, Launceston, Watchmaker. Pet July 18. Launceston, Aug 24 at 11. Frost.
Mellor, Wm, Prisoner for Debt, Chester. Adj July 11. Macclesfield, July 31 at 11. Higginbotham & Barclay, Macclesfield.
Moore, Wm, South Eston, nr Middlesborough, York, Grocer. Pet July 22. Leeds, Aug 6 at 11. Cariss & Tempest, Leeds.
Morris, Geo, Worcester, out of business. Pet July 18. Worcester, Aug 7 at 11. Wilson, Worcester.
Parker, John, Lpool, Comm Merchant. Pet July 18. Lpool, Aug 8 at 3. Evans & Co, Lpool.
Perry, Robt Crawford, Prisoner for Debt, Manch. Adj June 19. Manch, Aug 6 at 11.
Phillips, Geo, Hastings, Sussex, Greengrocer. Pet July 19. Hastings, Aug 4 at 11. Shorter, Hastings.
Pugh, Owen, Llanover Upper, Monmouth, Beerhouse Keeper. Pet July 18. Abergavenney, Aug 7 at 12. Bytheway, Pontypool.
Reeves, Jesse, Bisley, Gloucester, Journeyman Cooper. Pet July 20. Stroud, Aug 3 at 10. Clutterbuck, Stroud.
Slight, John, Sheffield, Watchmaker. Pet July 20. Sheffield, Aug 9 at 1. Broomhead.
Smith, Wm, Birm, Shoemaker. Pet July 23. Birm, Aug 3 at 10. Allen, Birm.
Taylor, Chas Hy, Finstall, nr Bromsgrove, Worcester, out of business. Pet July 21. Birm, Sept 5 at 12. East, Birm.
Vincett, Chas, Hastings, Sussex, Butcher. Pet July 19. Hastings, Aug 4 at 11. Shorter, Hastings.
Wake, Chas, Prisoner for Debt, Warwick. Adj July 14. Birm, Aug 10 at 12.
Wall, Thos, Prisoner for Debt, Bristol. Adj July 18 (for pau). Bristol, Aug 3 at 12.
Williams, Wm, Bedwas, Monmouth, Builder. Pet July 17. Newport, Aug 2 at 11. Gooden, Newport.

BANKRUPTCIES ANNULLED.

FRIDAY, July 20, 1866.

Brooks, John, Ainsworth, Lancaster, Job Dealer. May 2.
Lusty, Thos, Uley, Gloucester, Timber Merchant. July 16.
Marr, John Marshall, Gravesend, Kent, Gent. July 17.

TUESDAY, July 24, 1866.

Goodeve, John Fras Erskine, Edwin Loach, nr Bromyard, Hereford, Clerk. July 18.
Wigley, Jas, Oakengates, Salop, Millwright. July 13.

THE LONDON JOINT STOCK BANK,

CHANCERY LANE BRANCH—124, CHANCERY LANE, W.C.

THE DIRECTORS HEREBY GIVE NOTICE, that this Branch of the Bank IS NOW OPEN for business.
1st May, 1866. F. K. HEWITT, Manager.

THE LONDON JOINT STOCK BANK.

ESTABLISHED IN 1836.

HEAD OFFICE—5, PRINCES STREET, MANSION HOUSE. PALL MALL BRANCH—69, PALL MALL.
CHANCERY LANE BRANCH—124, CHANCERY LANE.

DIRECTORS.

WILLIAM BIRD, ESQ.	ALD. SIR J. DUKE, BART.	DONALD LARNACH, ESQ.	GEORGE POLLARD, ESQ.
WILLIAM BLOUNT, ESQ.	PHILIP WM. FLOWER, ESQ.	HENRY LEE, ESQ.	FREDK. RODEWALD, ESQ.
F. BOYKETT, ESQ.	FRAN. B. GOLDNEY, ESQ.	JOHN G. MACLEAN, ESQ.	ROBERT RYRIE, ESQ.
GEO. THOS. BROOKING, ESQ.	CHAS. JAMES HEATH, ESQ.	GEO. GARDEN NICOL, ESQ.	GEORGE TAYLER, ESQ.
	FREDK. J. JOURDAIN, ESQ.	JOHN T. OXLEY, ESQ.	

HEAD OFFICE - -	5, Princes Street, Mansion House - -	J. W. NUTTER, General Manager.
COUNTRY DEPARTMENT	5, Princes Street, Mansion House - -	W. F. NARRAWAY, Manager.
PALL MALL BRANCH -	69, Pall Mall - - - - -	R. G. BARCLAY, Manager.
CHANCERY LANE BRANCH	124, Chancery Lane - - - -	F. K. HEWITT, Manager.

SECRETARY—ALFRED SCRIVENER.

The Capital of the Bank is £3,600,000, in 72,000 Shares of £50 each. The sum of £15 has been paid on each Share, and the present paid-up Capital of the Bank is £1,080,000.

The Guarantee Fund amounts to £319,991.

Current Accounts are kept agreeably to the custom of London Bankers.

Parties keeping Current Accounts with the Bank can transfer to a Deposit Account any portion of their Balance, upon which Interest at the current rate of the day will be allowed.

Sums of £10 and upwards are received on deposit at interest from parties not customers, either at 7 days' notice or for fixed periods, as may be agreed upon.

The Agency of Joint Stock Banks, Private Bankers, and Foreign Banks undertaken.

Investments in, and Sales of all descriptions of British and Foreign Securities, Bullion, Specie, &c., effected.

Circular Notes are issued free of charge for the use of Travellers, payable in the Principal Towns on the Continent of Europe and in the chief Commercial Cities of the World. Letters of Credit are also granted on the same places. They may be obtained at the Head Office, in Princes-street, Mansion House, or at the Branches.

Dividends on English and Foreign Funds, or Railway and other Shares and Debentures received without charge to Customers.

July, 1866.

DEBENTURES at 5, 5½, and 6 per Cent.
CEYLON COMPANY LIMITED.

SUBSCRIBED CAPITAL £750,000.

DIRECTORS.

Chairman—LAWFORD ACLAND, Esq.

Major-General Henry Pelham Burn.	Duncan James Kay, Esq.
Harry George Gordon, Esq.	Stephen P. Kennard, Esq.
George Ireland, Esq.	Patrick F. Robertson, Esq., M.P.
	Robert smith, Esq.

MANAGER.

C. J. BRAINE, Esq.

The Directors are prepared to ISSUE DEBENTURES on the following terms, viz., for 1 year at 5 per Cent., for 3 years at 5½ per Cent., and for 5 years and upwards at 6 per Cent. per annum.

Applications for particulars to be made at the Office of the Company, No. 7, East India-avenue, Leadenhall-street, London, E.C.

By Order, R. A. CAMERON, Secretary.

MERSEY DOCK ESTATE.—LOANS OF MONEY.

The Mersey Docks and Harbour Board hereby give NOTICE that they are willing to receive LOANS OF MONEY on the security of their Bonds, at the rate of Four Pounds Fifteen Shillings per centum per annum interest, for periods of Three, Five, or Seven Years. Interest warrants for the whole term, payable half-yearly at the Bankers of the Board in Liverpool, or in London, will be issued with each bond. Communications to be addressed to George J. Jefferson, Esq., Treasurer. Dock-office, Liverpool.

By order of the Board, JOHN HARRISON, Secretary.

Dock-office, Liverpool, April 17, 1866.

THE INNS of COURT and GREAT CENTRAL HOTEL (Holborn Entrance) IS NOW OPEN.

Spacious Public and Private Dining, Sitting, and Arbitration Rooms, Suits of Apartments, Choice Wines, and Moderate Prices.

THE INNS OF COURT CLUB, in connection with the Inns of Court and Great Central Hotel (Now Open).

Annual Subscription: Three Guineas for Town, and Two Guineas for Country, Members.

Prospectuses on application to

H. T. L. BEWLEY, Secretary.

63, Lincoln's-inn-fields.

METROPOLITAN DISTRICT RAILWAY COMPANY.

NOTICE IS HEREBY GIVEN, that the holders of Scrip Certificates are required to bring in their Scrip, and pay a further sum of Ten per Cent. upon each certificate of £100 to the Company's Bankers,

Messrs. GLYN, MILLS, CURRIE, & Co.,
Messrs. ROBARTS, LUBBOCK, & Co.,
Messrs. HERRIES, FARQUHAR, & Co.,

on or before the twenty-first day of July, 1866, in order that such Scrip may be registered in Shares of the Company, pursuant to the Company's Special Act and the Prospectus under which such Scrip Certificates were issued.

AND NOTICE IS HEREBY FURTHER GIVEN, that if default shall be made in bringing in such Certificates and payment of the further Ten per Cent. for 14 days beyond the day so appointed, such Scrip Certificates and the amount already paid thereon will be forfeited.

Dated this twenty-eighth day of June, 1866.

(By Order) GEO. HOPWOOD, Secretary.

No. 6, Westminster-chambers, Victoria-street, S.W.

MIDLAND RAILWAY.—TOURIST TICKETS

at Cheap Fares, available for One Calendar Month, are ISSUED at the Midland Booking Office, King's Cross, and other principal Stations; also in London, at Cook's Excursion and Tourist Office, 98, Fleet-street, corner of Bride-lane—to

SCOTLAND—Edinburgh, Glasgow, Stirling, Perth, Dundee, Montrose, Aberdeen, Inverness, &c.

IRELAND—Belfast, Portrush, for Giant's Causeway.

LAKE DISTRICT—Windermere, Furness Abbey, Ulverstone, Grange, Coniston, Penrith, Keswick, Morecambe, &c.

SEA-SIDE and BATHING-PLACES—Scarborough, Whitby, Filey, Bridlington, Redcar, Saltburn, Seaton, Tynemouth, Withernsea, Hornsea, Harrogate, Matlock, Buxton, &c., &c.

Programme and Full Particulars may be obtained at all the Company's Stations and Receiving Offices.

Inquire at King's Cross for Tickets viâ Midland Railway.

Derby, 1866. JAMES ALLPORT, General Manager.

SEVEN PER CENT.—Mortgage Debentures for

any Sums from £20 upwards, with Coupons for Half-yearly Interest, are being issued by the INNS OF COURT HOTEL COMPANY (Limited), for Three, Five, or Seven years, secured on the valuable Freehold Property of the Company in Lincoln's-inn-fields and Holborn. Second and final issue.—For particulars, &c., apply to

No. 63, Lincoln's inn-fields, W.C. H. T. L. BEWLEY, Secretary.

May, 1866.

United Law Clerks' Society.

ESTABLISHED 1832.

PATRONS.

THE RIGHT HON. THE LORD HIGH CHANCELLOR.
THE RIGHT HON. THE LORDS JUSTICES.
THE RIGHT HON. THE LORD CHIEF JUSTICE OF ENGLAND.
THE RIGHT HON. THE LORD CHIEF JUSTICE OF THE COMMON PLEAS.
THE RIGHT HON. THE LORD CHIEF BARON.

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EDWARD SMITH BIGG, Esq.; FRANCIS T. BIRCHAM, Esq.; NATHANIEL C. MILNE, Esq.

THE UNITED LAW CLERKS' SOCIETY was established in 1832 by a few Managing Clerks, who had long witnessed with pain the distressed condition of many of their fellow Clerks when deprived of health, or past labour, and also the sufferings often endured by their Widows and Families on their decease, for which provision was seldom made. A Fund was created by small monthly contributions, out of which relief was to be afforded in sickness, pensions granted to aged and infirm Members, and assistance given to the families of deceased Members.

A Benevolent Fund, to which every Member contributed, was also formed to assist distressed Clerks (whether Members or not), their Widows and Families, with small gifts of money, not exceeding £5. Under certain necessary restrictions, this assistance is afforded to all deserving Law Clerks and their Families, whose distress is the result of unavoidable misfortune.

The Society, at its commencement, obtained the patronage of many eminent Members of the Profession, whose early, zealous, and energetic support has materially contributed to its present satisfactory condition.

Among the benefits are,—

A weekly allowance in sickness of	£1 1 0
Pensions payable weekly, varying from	10s. to 0 14 0
A payment on a Member's death of	50 0 0
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In the year 1865-6, £1,718 8s. has been expended in assisting Members, Non-Members, their Widows and Families.

THE THIRTY-FOURTH ANNIVERSARY DINNER was held at the Freemasons' Tavern, Great Queen Street on Friday, June 15, 1866—THE HONOURABLE MR. JUSTICE LUSH IN THE CHAIR.

The Following Donations and Subscriptions are gratefully Acknowledged. A, *Annual Donation.*

	£	s.	d.
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White, F. M., Esq.	5	0	0
White, A. W., Esq.	5	5	0
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Waterhouse, Theodore, Esq.	1	1	0
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Webb, Charles H., Esq.	1	1	0
Webster, Henry, Esq.	1	1	0
Webster, T., Esq., Q.C.	5	5	0
Ward, Reginald, Esq.	2	2	0

FREEMASONS' TAVERN, July 2, 1866.

HARRY G. ROGERS, *Secretary*,
30, LORRIMORE ROAD, S.